



مكتبة قطر الوطنية QATAR NATIONAL LIBRARY

لقد تم إنشاء هذا الملف بنسخة بي دي إف بتاريخ ٢٠١٧/١٠/١٠ بواسطة مصادر من الإنترنت كجزء من الأرشفة الرقمي لمكتبة قطر الرقمية. يحتوي السجل على الإنترنت على معلومات إضافية وصور عالية الدقة قابلة للتقريب ومخطوطات. بالإمكان مشاهدتها على الرابط التالي:

http://www.qdl.qa/العربية/archive/81055/vdc_100000000365.0x000385

المراجع	IOR/L/PS/10/48
العنوان	ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣-٤، "الكويت"
التاريخ/ التواريخ	١٩٠١-١٩١٨ (ميلادي)
لغة الكتابة	الإنجليزية والعربية في اللاتينية بالأحرف والعربية
الحجم والشكل	مجلد واحد (٢٧٠ ورقة)
المؤسسة المالكة	المكتبة البريطانية: أوراق خاصة وسجلات من مكتب الهند
حق النشر	<u>غير معروف</u>

حول هذا السجل

يحتوي المجلد على الجزأين ٣ و ٤ وهما معنيان بموضوع "الكويت".

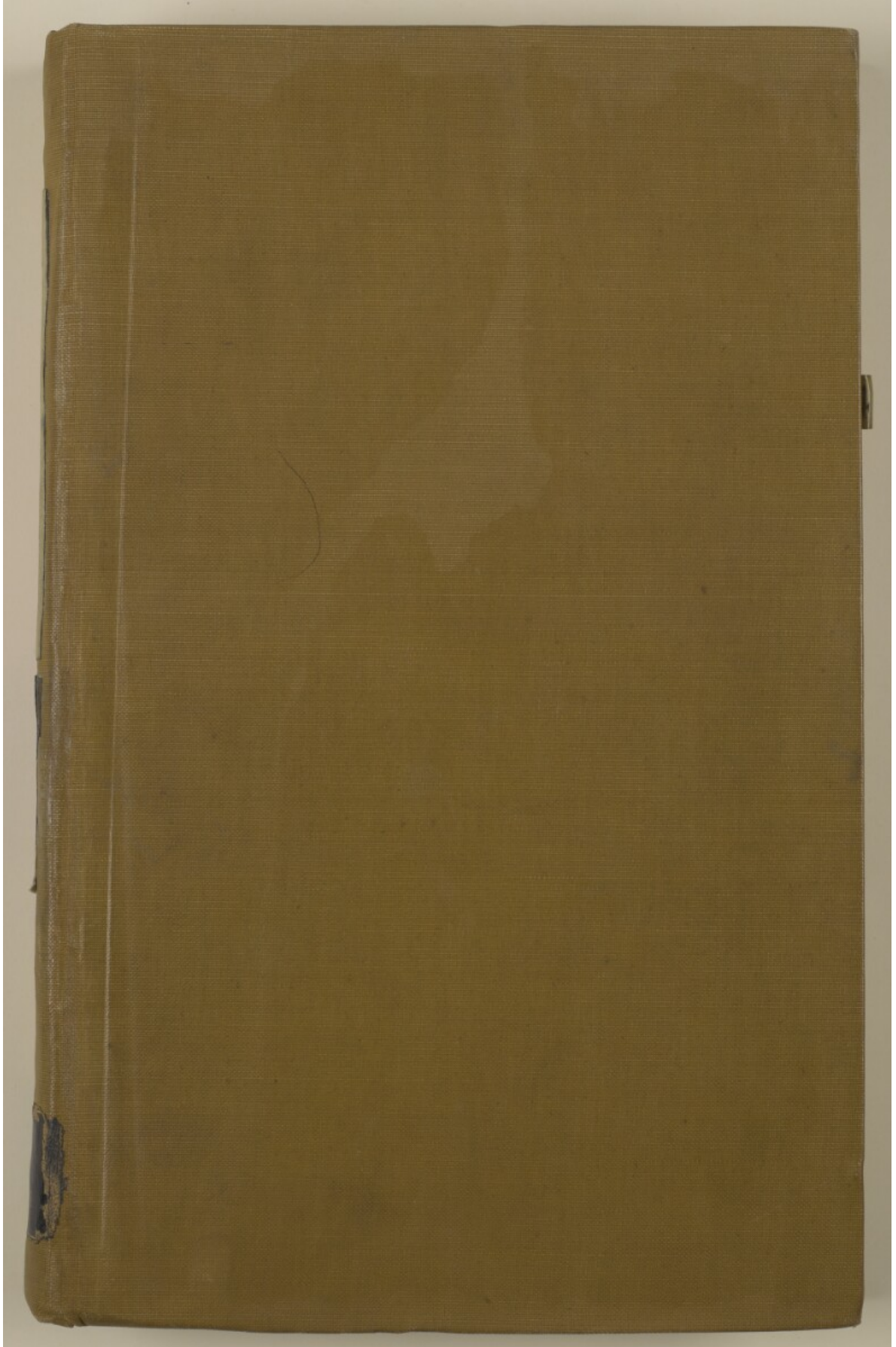
يتعلق الجزء ٣ (IOR/L/PS/10/48/1) بقيام شيخ الكويت [مبارك بن جابر الصباح] بتأجير قطعة أرض على صدر شاطئ الكويت عند بندر شويخ في أكتوبر ١٩٠٧ للحكومة البريطانية.

يتعلق الجزء ٤ (IOR/L/PS/10/48/2) بسداد حكومة الهند قروضا لشيخ الكويت، ١٩٠٤-١٩١٤.

يشتمل كل جزء على فاصل يوضح الموضوع وأرقام الأجزاء، والسنة التي فُتح فيها الملف المعني، وعنوان الموضوع، وقائمة مراجع المراسلات الواردة في ذلك الجزء مُرتبة بحسب السنة. ويوجد هذا الفاصل في نهاية المراسلات.

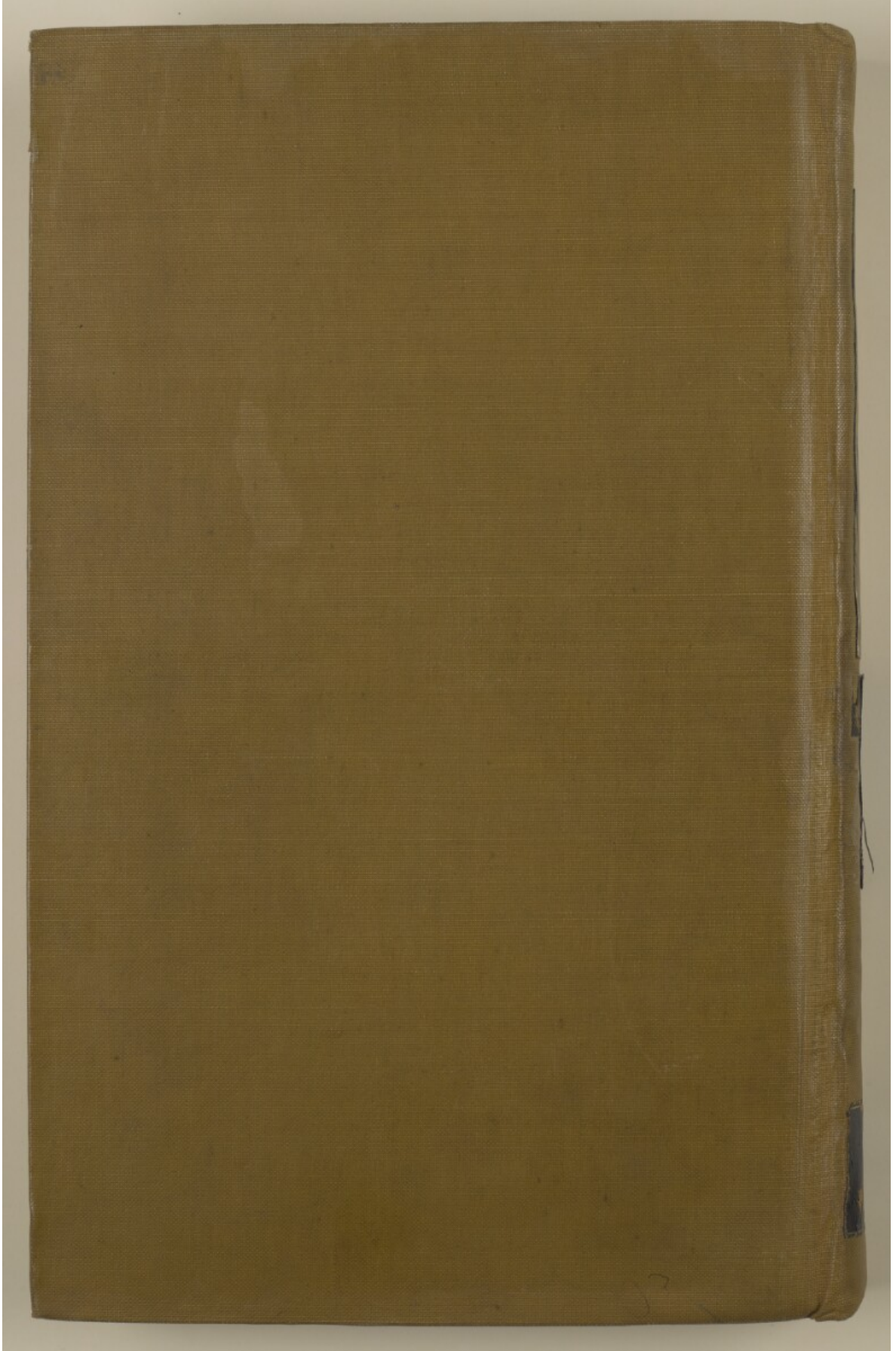


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣-٤، "الكويت" [أمامي] (٥٤٨/١)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣-٤، "الكويت" [خلفي] (٥٤٨/٢)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣-٤، "الكويت" [صلب] (٥٤٨/٣)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣-٤، "الكويت" [حافة] (٥٤٨/٤)





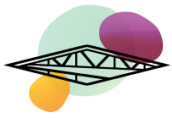
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣-٤، "الكويت" [رأس] (٥٤٨/٥)



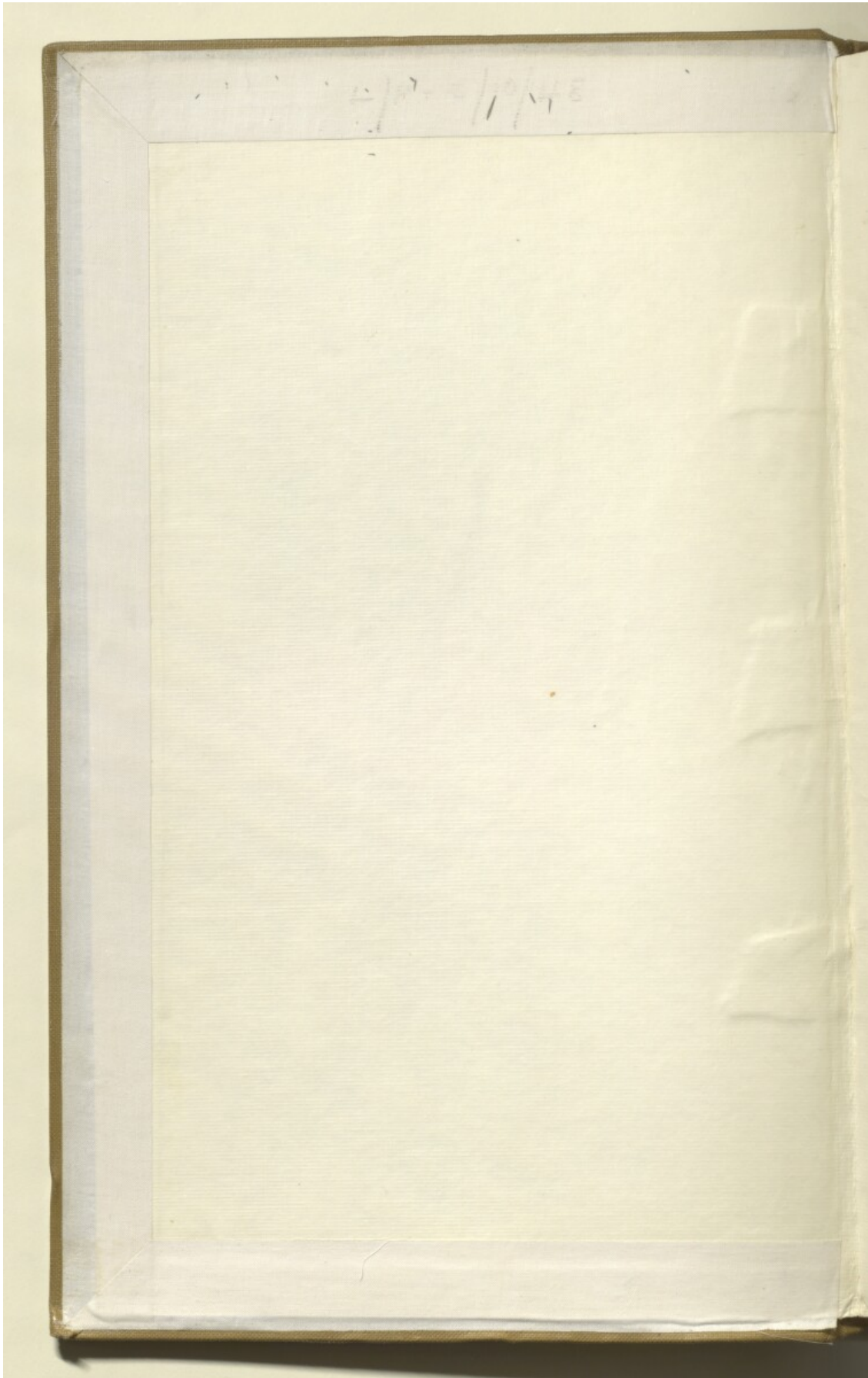


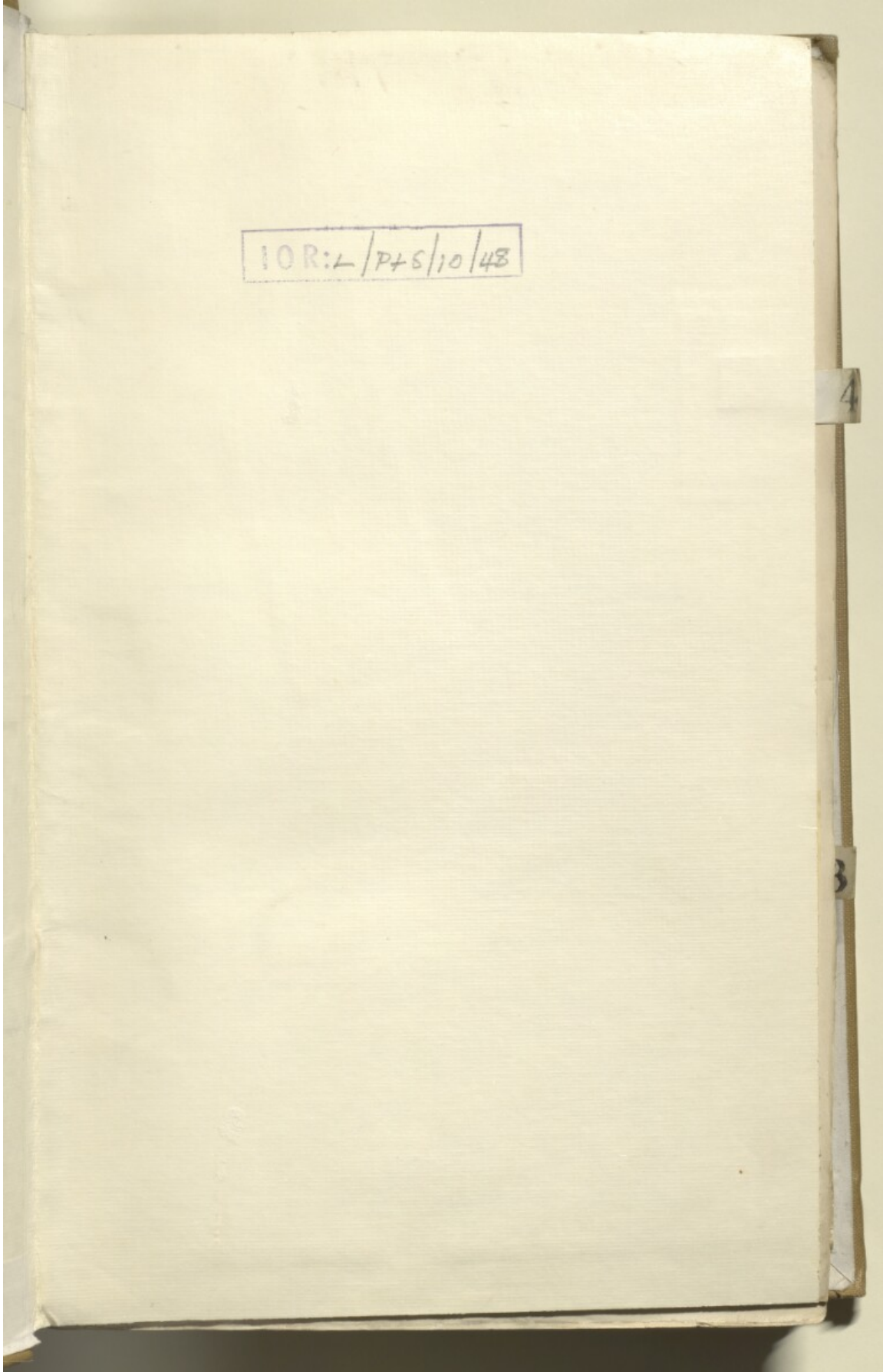
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣-٤، "الكويت" [ذيل] (٥٤٨/٦)

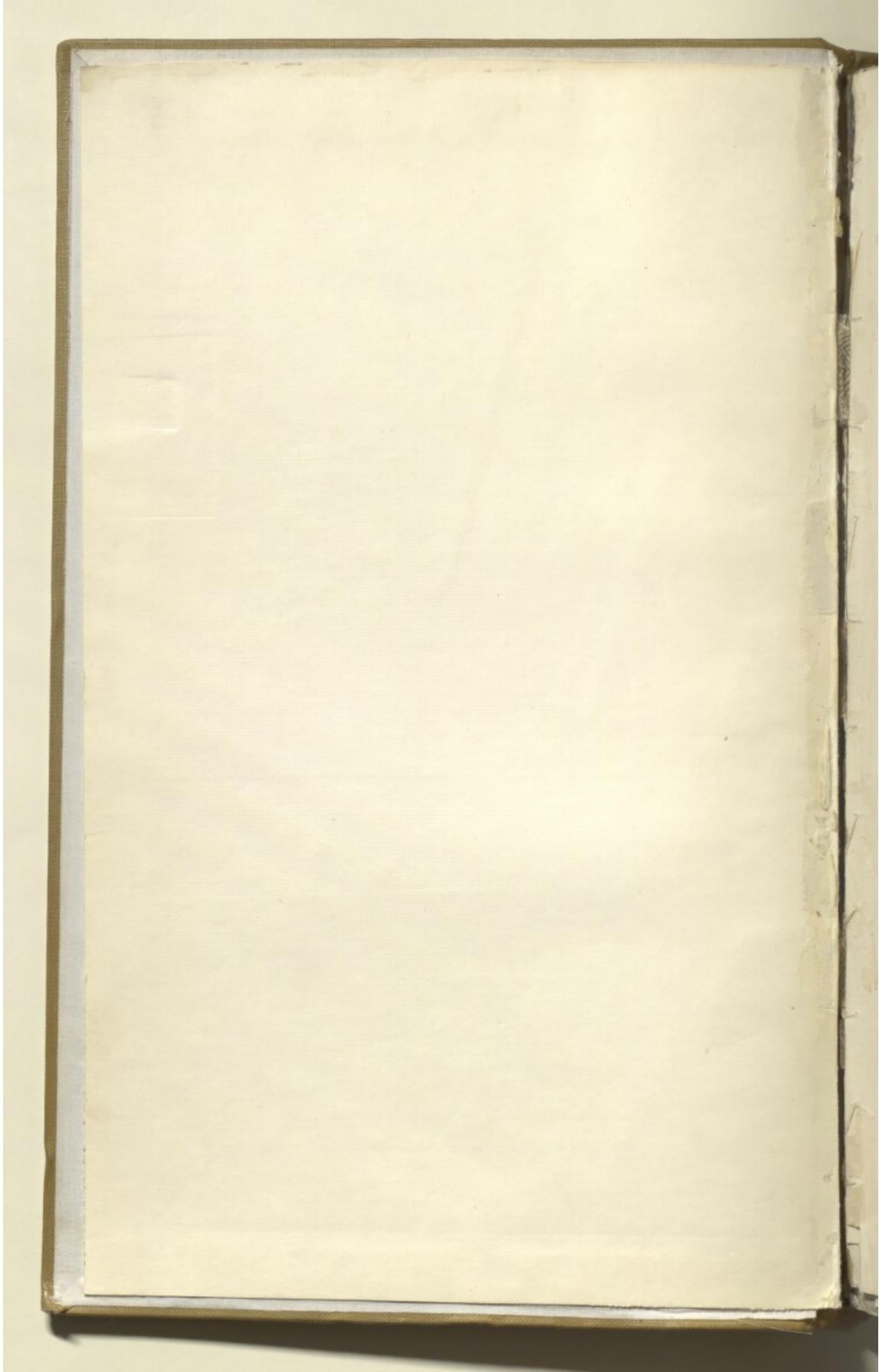




ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣-٤، "الكويت" [أمامي-داخلي] (٥٤٨/٧)









Previous File
P.

POLITICAL AND SECRET DEPARTMENT.

P. 4
1855
1904.

Subject:

Koweit:- Loans to Sheikh.

See also P. 481 ③ Loan for improvement of water supply

This file contains the following papers:—

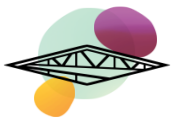
YEAR.

1904.	P. 1158	1658	1757	1905.	P. 619				
1909.	P. 309	362	397	413	421	3280	3421	1118	1442
1913.	P. 500P								
1914.	P. 16	196	386	796					

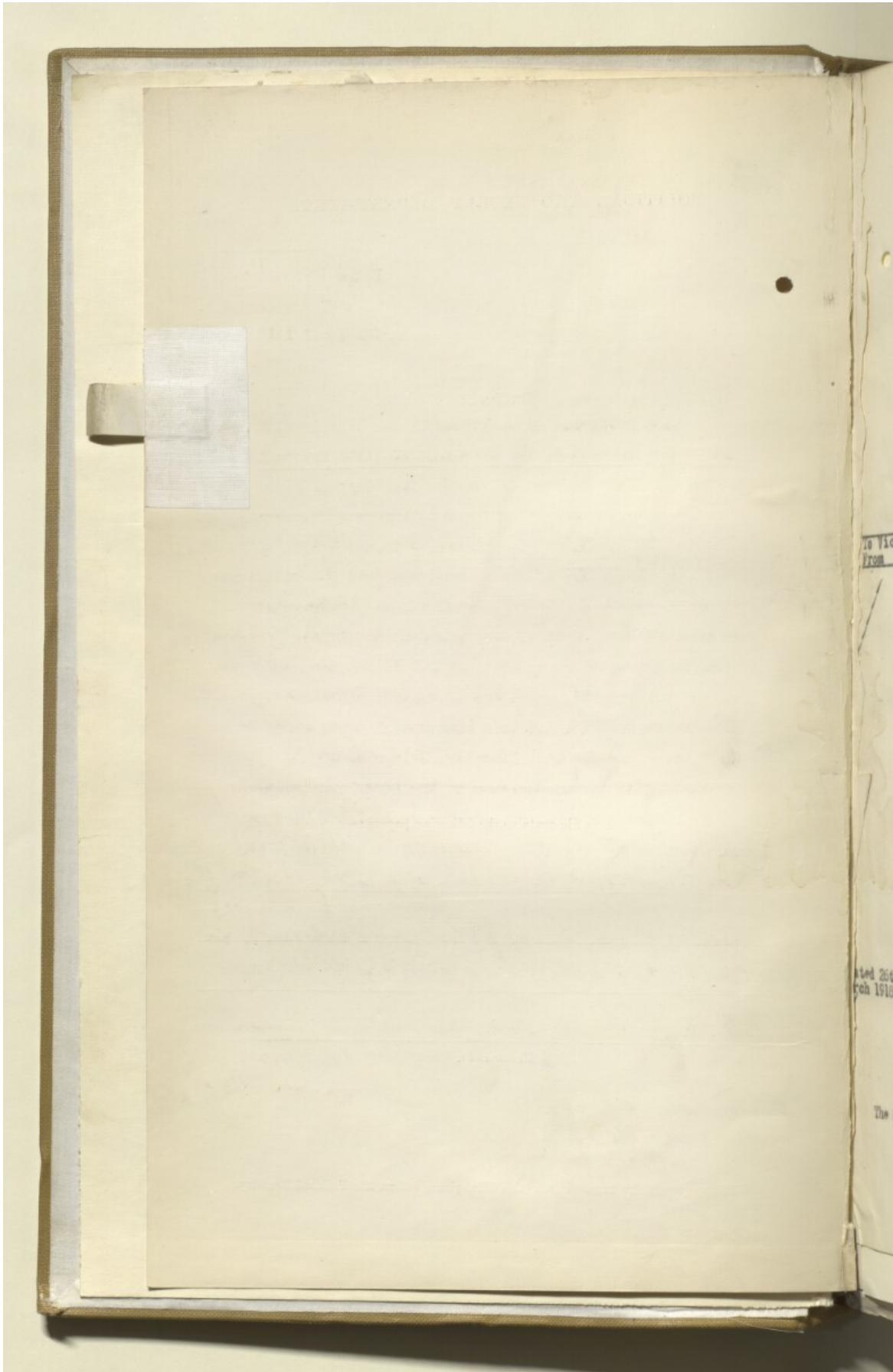
Memoranda.

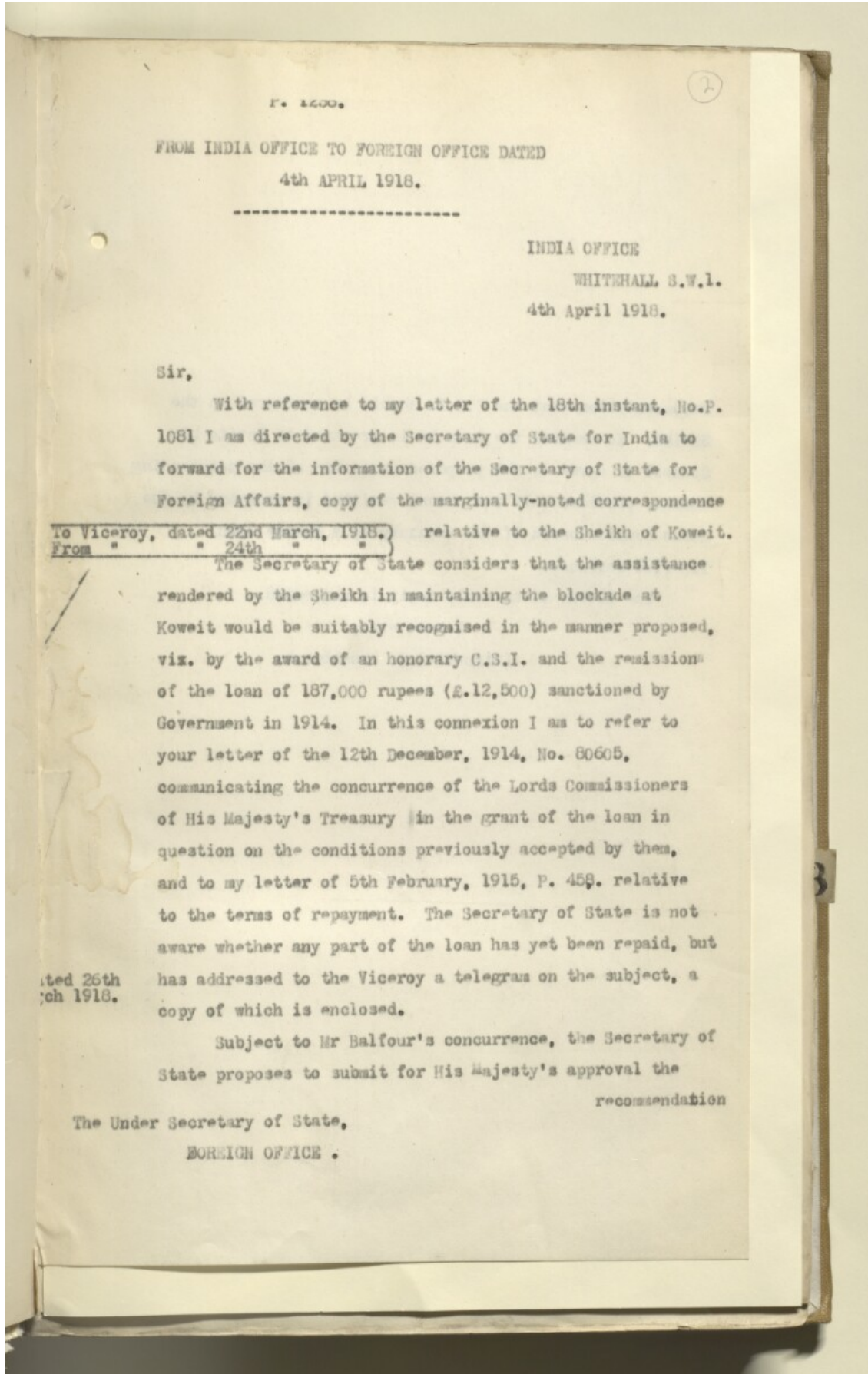
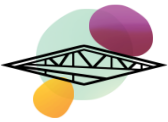
* If any papers are removed from this File, please inform the Political Registry.

0827 500 4/28



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [١ظ] (٢٤٢/٢)





P. 1200.

FROM INDIA OFFICE TO FOREIGN OFFICE DATED
4th APRIL 1918.

INDIA OFFICE
WHITEHALL S.W.1.
4th April 1918.

Sir,

With reference to my letter of the 18th instant, No.P. 1081 I am directed by the Secretary of State for India to forward for the information of the Secretary of State for Foreign Affairs, copy of the marginally-noted correspondence

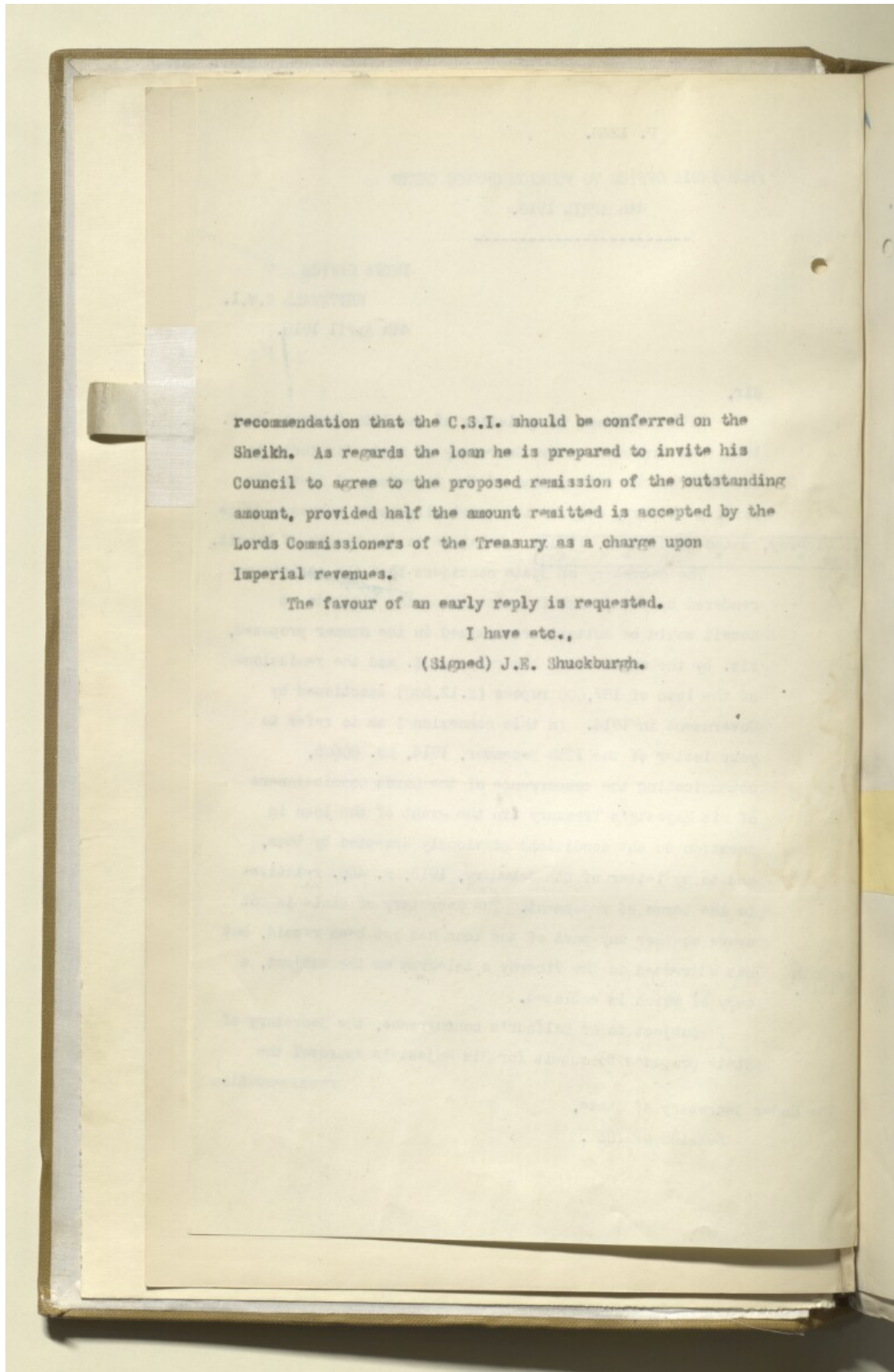
To Viceroy, dated 22nd March, 1918. relative to the Sheikh of Kuwait.
From " " 24th " " "

The Secretary of State considers that the assistance rendered by the Sheikh in maintaining the blockade at Kuwait would be suitably recognised in the manner proposed, viz. by the award of an honorary C.S.I. and the remission of the loan of 187,000 rupees (£12,500) sanctioned by Government in 1914. In this connexion I am to refer to your letter of the 12th December, 1914, No. 80605, communicating the concurrence of the Lords Commissioners of His Majesty's Treasury in the grant of the loan in question on the conditions previously accepted by them, and to my letter of 5th February, 1915, P. 459, relative to the terms of repayment. The Secretary of State is not aware whether any part of the loan has yet been repaid, but has addressed to the Viceroy a telegram on the subject, a copy of which is enclosed.

dated 26th
March 1918.

Subject to Mr Balfour's concurrence, the Secretary of State proposes to submit for His Majesty's approval the recommendation

The Under Secretary of State,
FOREIGN OFFICE .

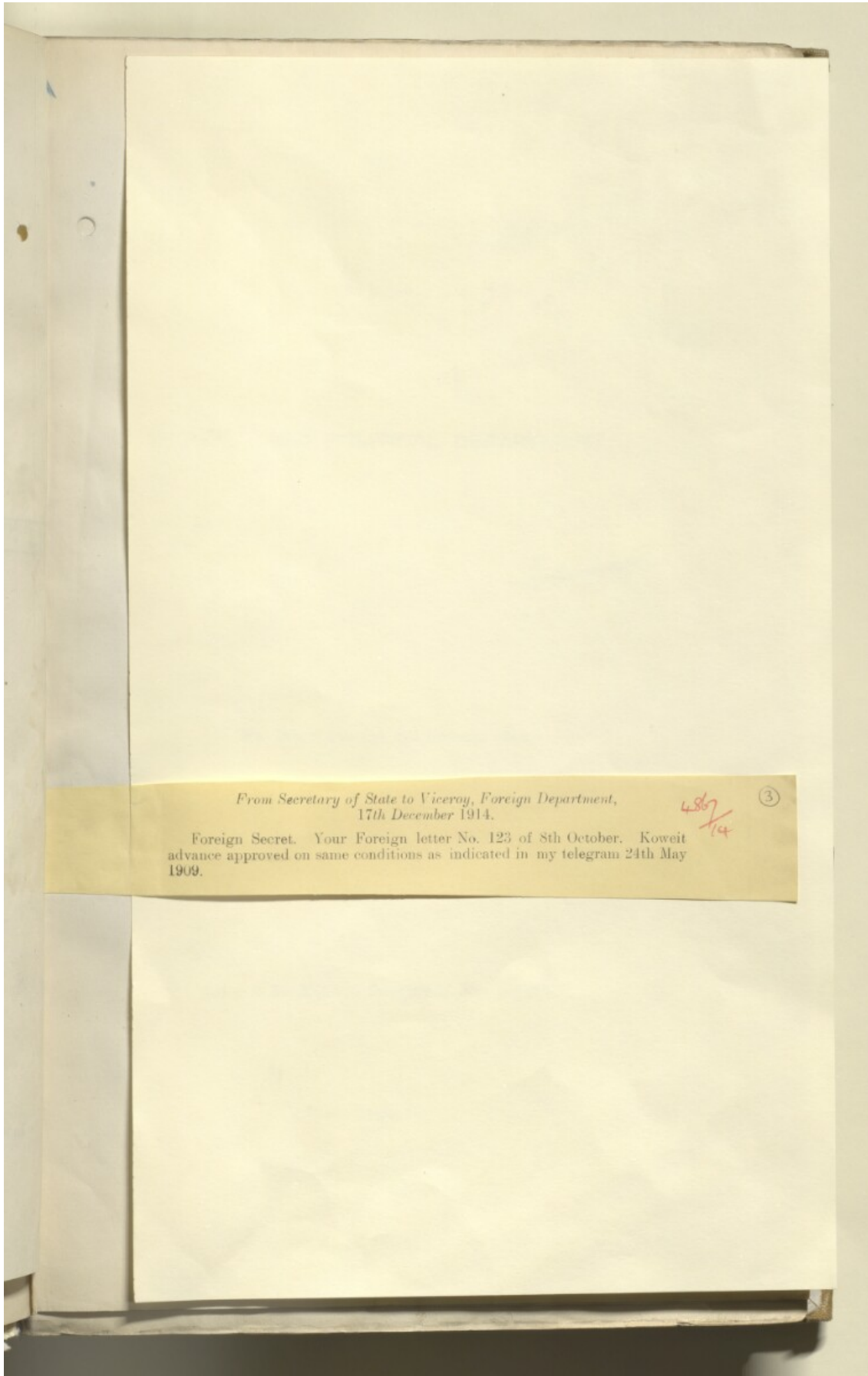
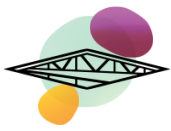


recommendation that the C.S.I. should be conferred on the Sheikh. As regards the loan he is prepared to invite his Council to agree to the proposed remission of the outstanding amount, provided half the amount remitted is accepted by the Lords Commissioners of the Treasury as a charge upon Imperial revenues.

The favour of an early reply is requested.

I have etc.,

(Signed) J.E. Shuckburgh.



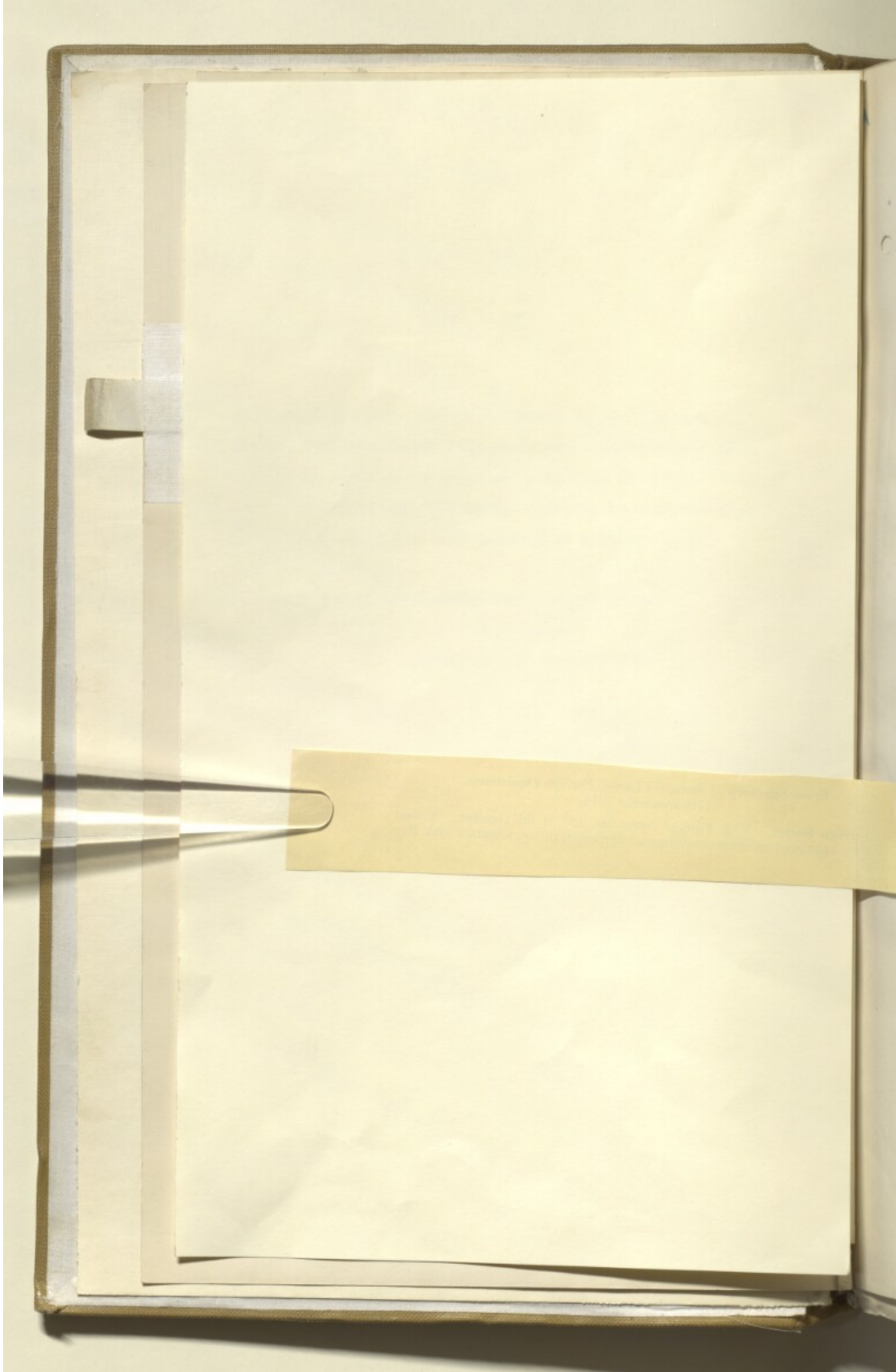
*From Secretary of State to Viceroy, Foreign Department,
17th December 1914.*

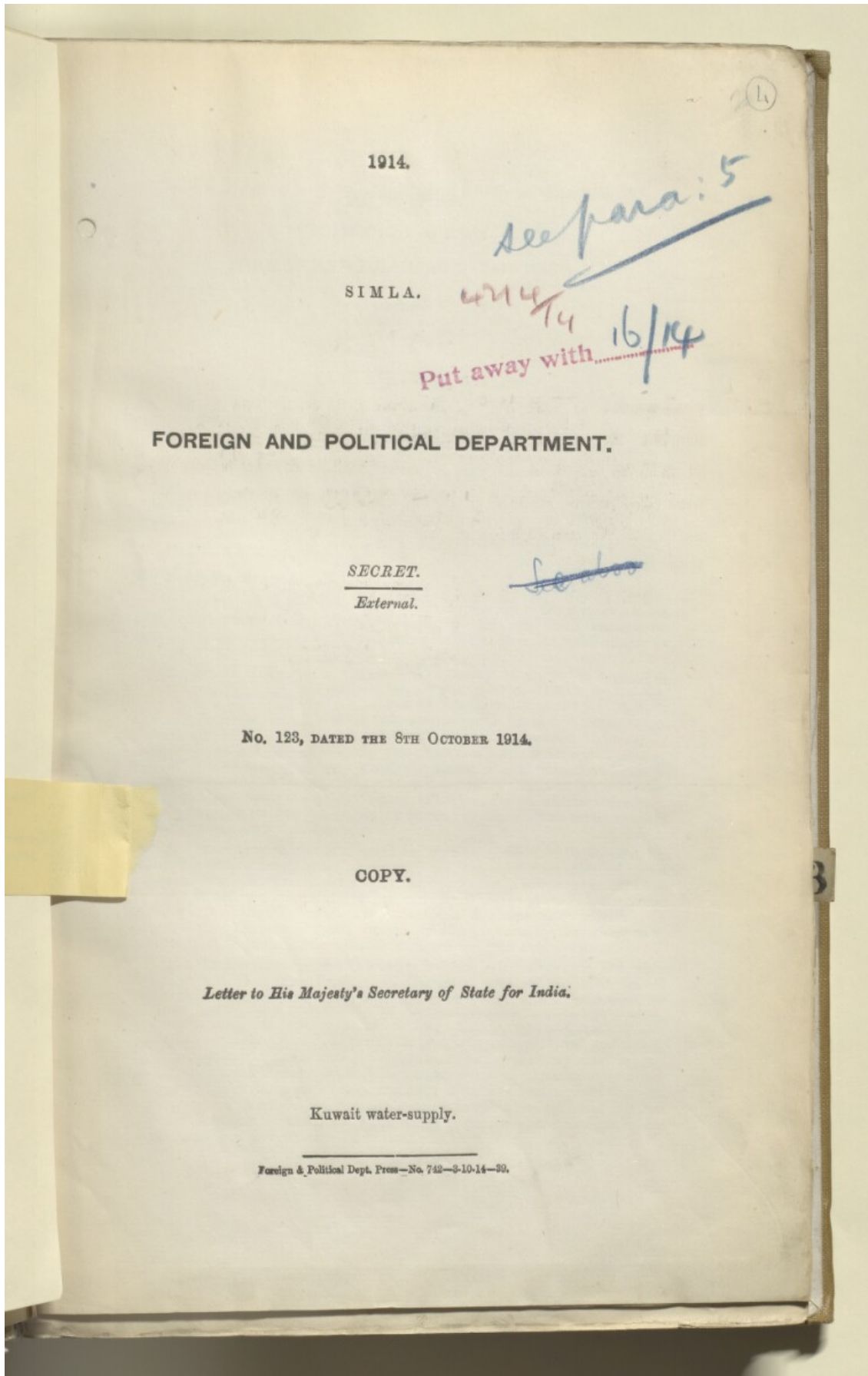
Foreign Secret. Your Foreign letter No. 123 of 8th October. Koweit
advance approved on same conditions as indicated in my telegram 24th May
1909.

4867
7/4
③



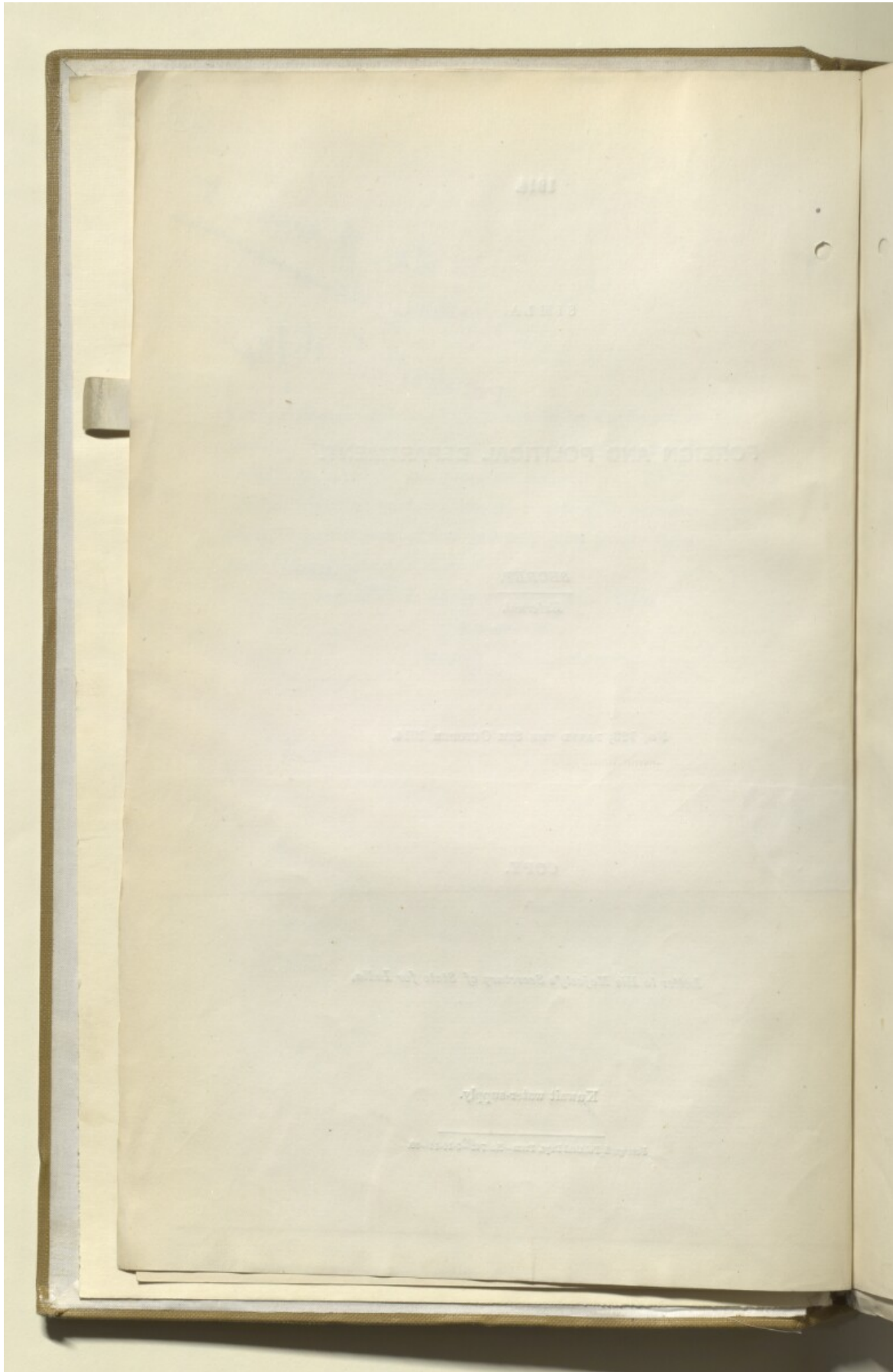
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٣ظ] (٢٤٢/٦)

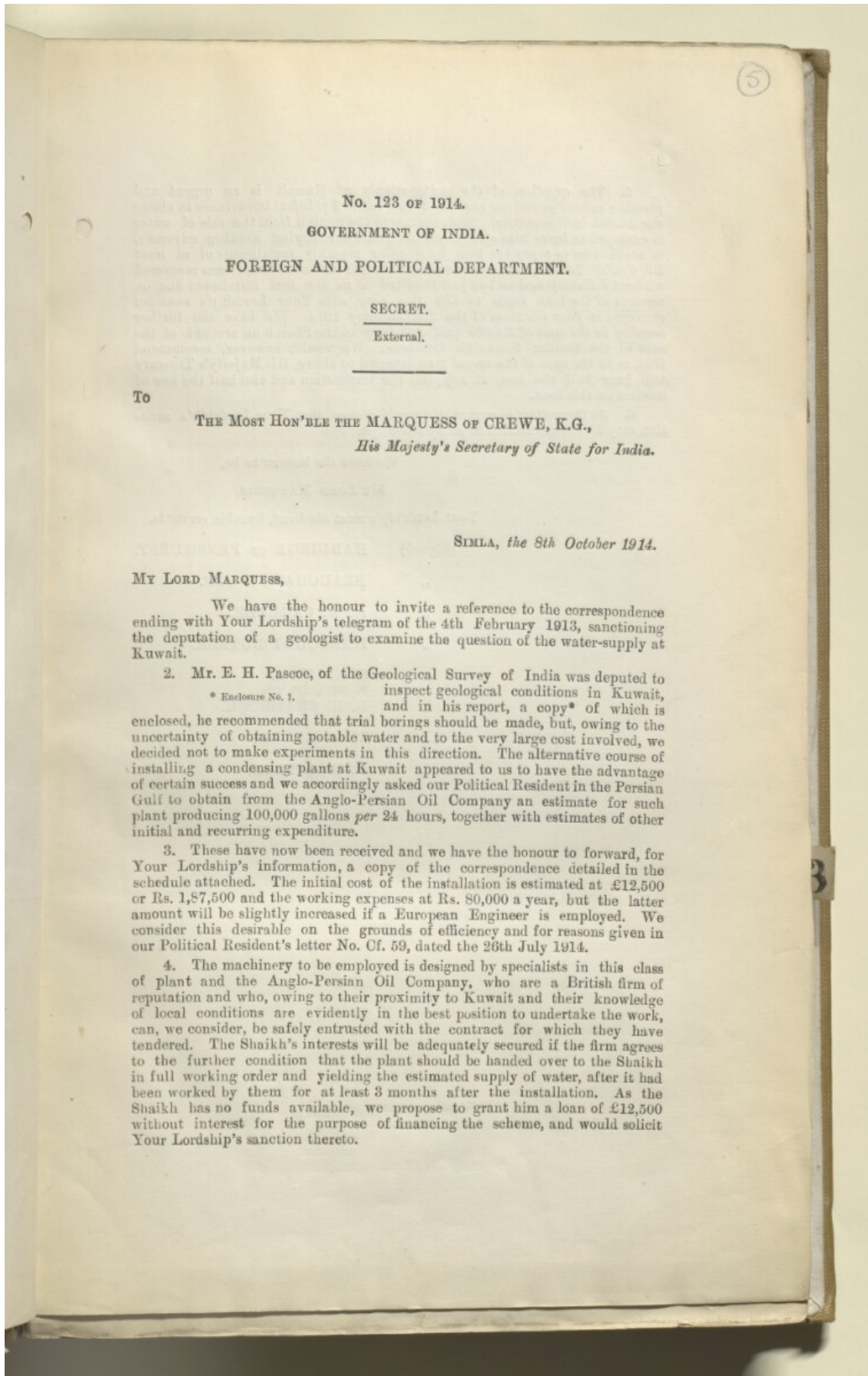






ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٤/٢٤٨]





No. 123 of 1914.

GOVERNMENT OF INDIA.

FOREIGN AND POLITICAL DEPARTMENT.

SECRET.

External.

To

THE MOST HON'BLE THE MARQUESS OF CREWE, K.G.,

His Majesty's Secretary of State for India.

SIMLA, the 8th October 1914.

MY LORD MARQUESS,

We have the honour to invite a reference to the correspondence ending with Your Lordship's telegram of the 4th February 1913, sanctioning the deputation of a geologist to examine the question of the water-supply at Kuwait.

2. Mr. E. H. Pascoe, of the Geological Survey of India was deputed to inspect geological conditions in Kuwait, and in his report, a copy* of which is

* Enclosure No. 1.

enclosed, he recommended that trial borings should be made, but, owing to the uncertainty of obtaining potable water and to the very large cost involved, we decided not to make experiments in this direction. The alternative course of installing a condensing plant at Kuwait appeared to us to have the advantage of certain success and we accordingly asked our Political Resident in the Persian Gulf to obtain from the Anglo-Persian Oil Company an estimate for such plant producing 100,000 gallons per 24 hours, together with estimates of other initial and recurring expenditure.

3. These have now been received and we have the honour to forward, for Your Lordship's information, a copy of the correspondence detailed in the schedule attached. The initial cost of the installation is estimated at £12,500 or Rs. 1,87,500 and the working expenses at Rs. 80,000 a year, but the latter amount will be slightly increased if a European Engineer is employed. We consider this desirable on the grounds of efficiency and for reasons given in our Political Resident's letter No. Cf. 59, dated the 26th July 1914.

4. The machinery to be employed is designed by specialists in this class of plant and the Anglo-Persian Oil Company, who are a British firm of reputation and who, owing to their proximity to Kuwait and their knowledge of local conditions are evidently in the best position to undertake the work, can, we consider, be safely entrusted with the contract for which they have tendered. The Shaikh's interests will be adequately secured if the firm agrees to the further condition that the plant should be handed over to the Shaikh in full working order and yielding the estimated supply of water, after it had been worked by them for at least 3 months after the installation. As the Shaikh has no funds available, we propose to grant him a loan of £12,500 without interest for the purpose of financing the scheme, and would solicit Your Lordship's sanction thereto.



5. The question of the water-supply at Kuwait is an urgent and pressing necessity, and we consider it moreover of political importance to oblige the Shaikh in this matter. The revenue to the Shaikh from the sale of water is expected to leave him a sufficient margin, after paying working expenses, to enable him to repay the loan by regular monthly instalments of at least Rs. 6,000. Loans previously granted to the Shaikh have always been recovered without difficulty and he has just remitted to us the first instalment due on account of the loan made to him this year with Your Lordship's sanction conveyed in your telegram of the 2nd January 1914. We have the further security in the sum of £4,000 paid annually to the Shaikh on account of the rent of the Bandar Shuwaikh foreshore. We would, however, recommend that, as in the case of the recent loan referred to above, His Majesty's Treasury will bear half the loss, if any, on the transaction and also half the loss of interest on this loan.

6. As the matter is urgent, we would request that Your Lordship's sanction may be communicated to us by telegraph.

We have the honour to be,

MY LORD MARQUESS,

Your Lordship's most obedient, humble servants,

(Signed) HARDINGE or PENSHURST.

" BEAUCHAMP DUFF.

" R. W. CARLYLE.

" HARCOURT BUTLER.

" S. A. IMAM.

" R. H. CLARK.

" R. H. GRADDOCK.

" W. S. MEYER.

" R. W. GILLAN.

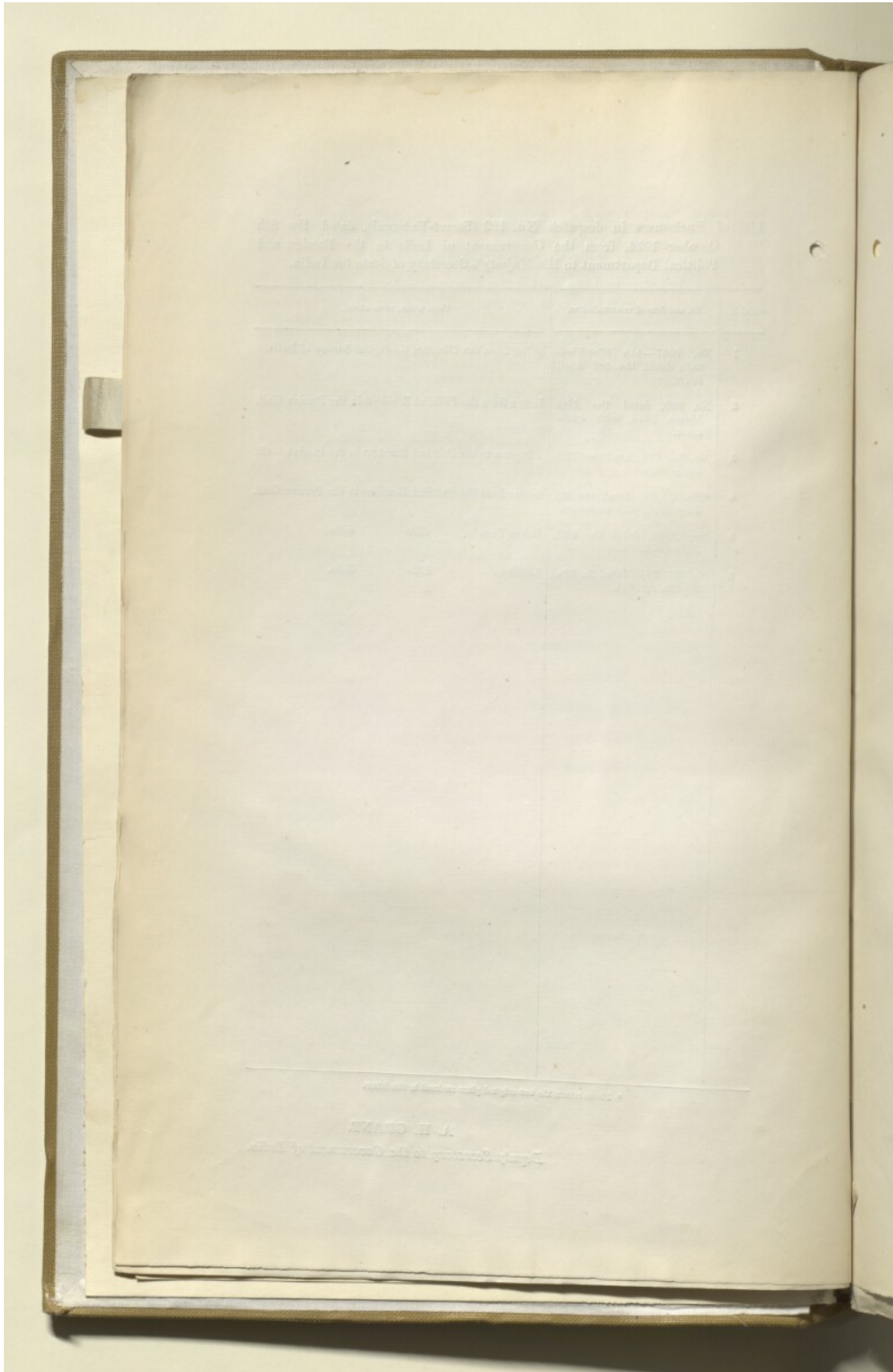


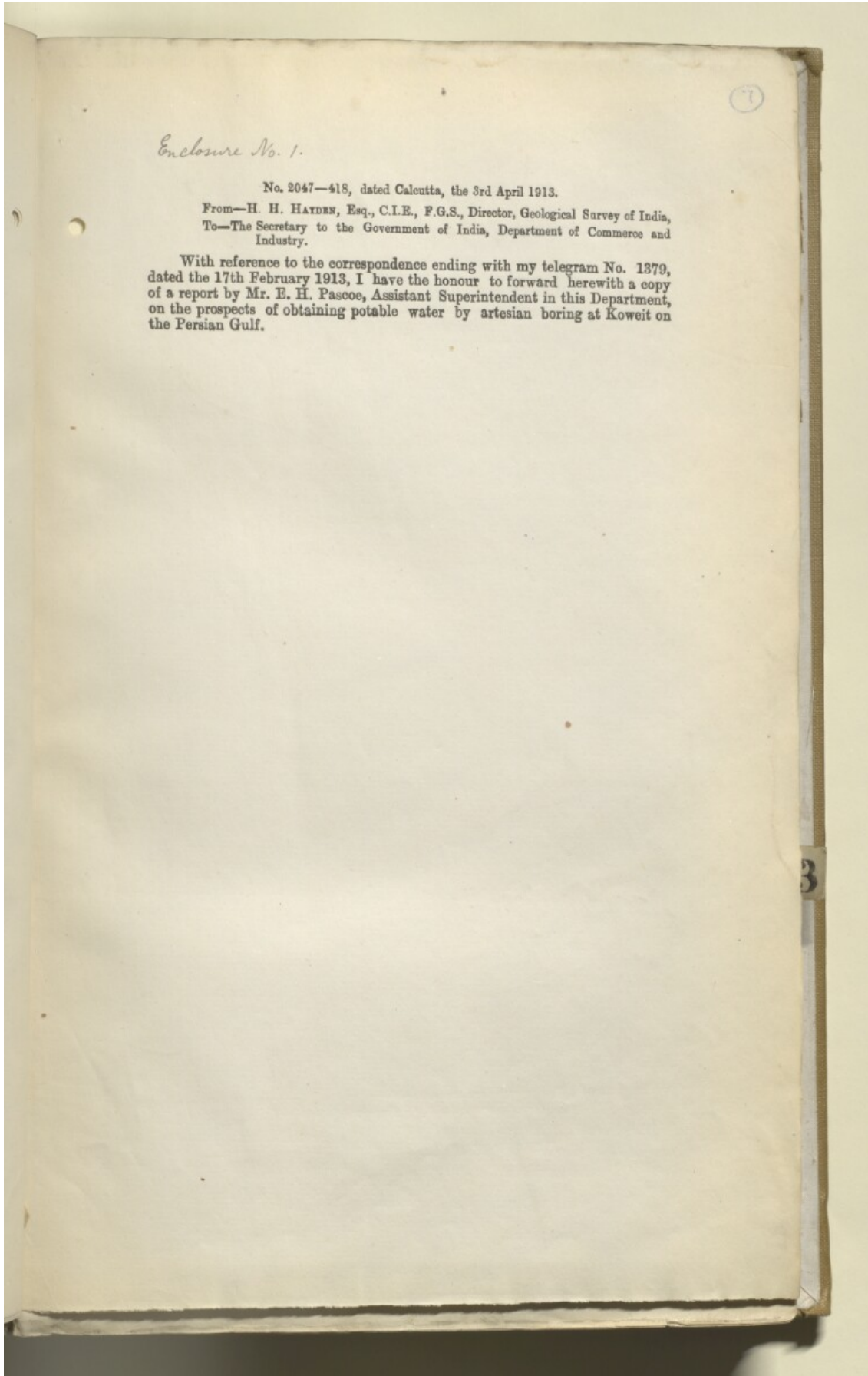
List of Enclosures in despatch No. 123 (Secret-External), dated the 8th October 1914, from the Government of India in the Foreign and Political Department to His Majesty's Secretary of State for India.

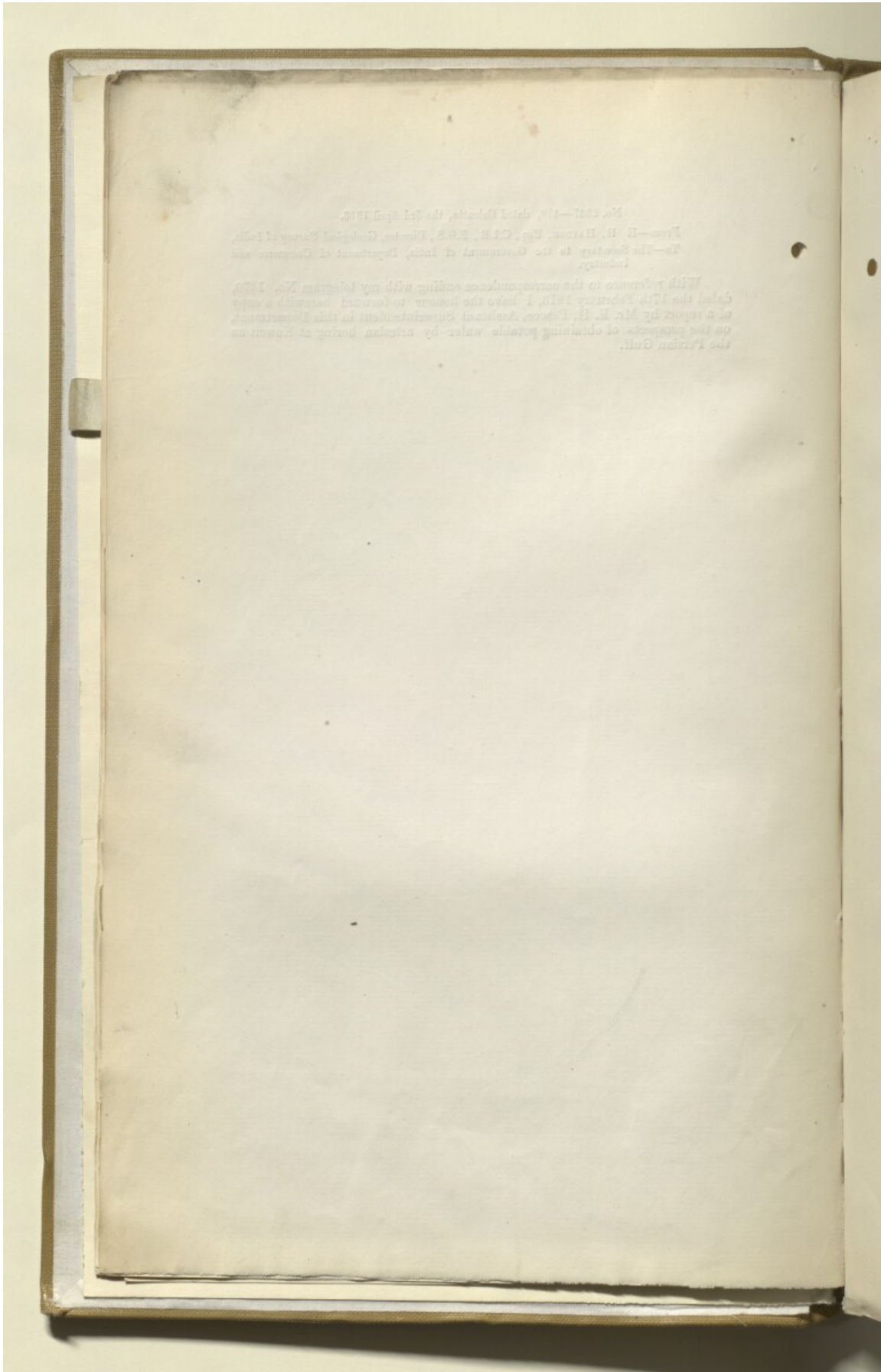
Serial No.	No. and date of communication.	From whom, or to whom.
1	No. 2047—418 (Confidential), dated the 3rd April 1913.	Letter from the Director, Geological Survey of India.
2	No. 909, dated the 29th March 1914, with enclosures.	Letter from the Political Resident in the Persian Gulf.
3	No. S.—368, dated the 17th June 1914.	Telegram to the Political Resident in the Persian Gulf.
4	*No. Cf. 21, dated the 8th July 1914, with enclosures.	Letter from the Political Resident in the Persian Gulf.
5	No. Cf. 59, dated the 26th July 1914.	Letter from ditto ditto.
6	No. 947 E.-A., dated the 22nd September 1914.	Letter to ditto ditto.

* Please return the two original plans enclosed in this letter.

A. H. GRANT.
Deputy Secretary to the Government of India.









CONFIDENTIAL.

Prospects of obtaining potable water by artesian boring at Koweit on the Persian Gulf.

I arrived on the 20th February, 1913, and spent a fortnight in and around Koweit, endeavouring to form an opinion as to the nature and age of the country-rock below the sand, and the likelihood of its capability of retaining water fit for drinking purposes. Koweit lies on the coast of the Arabian Desert, in a small arm of the Persian Gulf at its north-western extremity.

The desert stretches inland for at least 200 miles, without a hill-range and probably without an exposure of rock. There are no exposures at Koweit, and the only hard rock found is the "Litoral Rag" or "Concrete" mentioned by Dr. Pilgrim as common in the Gulf. Below the surface, at various inconstant horizons, pebbles and sand are occasionally cemented together into calcareous or gypseous bands sufficiently coherent to influence the under ground flow of surface water. Around Koweit an efflorescent salt, similar to that found in Burma near exposures of Pegu beds and to the "Reh" of India, is common on the surface, especially in damp places. A foot or so below the surface a band of gypsiferous sand, some 9 inches to 1½ feet thick, is very commonly found, the gypsum is derived from subjacent Tertiary beds. With the aid of surface fires this material is partially dehydrated, and the product known as "jus", containing a certain amount of "plaster of Paris" and perhaps a little lime, is used as a cement for building purposes. This small industry covers quite a large area. Most of the water obtained from surface wells (from 10 to 20 feet deep) is slightly brackish.

By the kindness of Captain Shakespear, Political Agent at Koweit, I was able to visit for a couple of days a low hill known as Wara and some small knolls, and rising ground, known as Burqan, 24 miles south of Koweit. These, fortunately, are of Tertiary rock, though of very limited extent only. Wara is a small truncated cone, some 20 to 25 yards across its flat top, and projecting 50 or 60 feet above the desert plain. It is capped by a conglomerate and conglomeratic sandstone about 4—5 feet thick; the pebbles of the conglomerate are small and consist mostly of quartz. It lies practically horizontally, dipping in one place at 8—10° towards north-west. A glimpse of the underlying beds is obtained on one side of the hill; they appear to be identical with those seen at Burqan. The conglomerate has every appearance of a Bakhtiari bed, and for reasons to follow it probably represents the base of this series. Burqan consists of a series of low ridge-like knolls grouped along or parallel to the perimeter of a broad ellipse, which represents in all probability a low flat dome with its longer axis running approximately from north to south. The monotony of the flat plain occupying the centre is relieved by a few additional knolls. Conglomerate or conglomeratic sandstone, exactly similar to those at Wara, caps all these knolls and ridges, and in all cases has scarcely appreciable dip. There is much sagging at the edges and a great deal of scree, but here and there it is possible to observe what lies beneath it. Below it in the easternmost ridges, I found bands of ochreous sandstone, sandy clays of variegated colours—red, pink, yellow, etc., a white kaolin-bearing sandstone, and many large fragments of selenite or crystalline gypsum. Flakes of gypsum occur in other parts of the hills and the efflorescent salt in the central plain. All this points to the exposure, or immediate proximity beneath the surface, of Dr. Pilgrim's Fars series. I am inclined to think the Fars beds are actually exposed, the caps of conglomerate and conglomeratic sandstone representing the basal bed of the Bakhtiari series. The Fars exposure would be about a mile long by ½ mile broad.

Between Koweit and Wara the desert is pebbly all the way, except in a few bare grass-less patches covered with efflorescent salt. Small shrubs also increase in number towards Wara and Burqan, where they are quite plentiful; this may be a result of the rise of the more or less impervious Bakhtiari conglomerate towards the surface.



Kubbar and Qarain Islands were disappointing. The latter is about 4 miles west of Koweit, and contains no rock except the recent litoral ragstone. The same stone was found all round the beach of Kubbar, which is 35 miles south-east of Koweit. Four and-a-half miles east-south-east of this island, a smooth patch of fresh water was observed in the sea and reported by the Commander of H. M. S. "Lapwing". A copy of this report, kindly supplied by Captain Shakespear, is appended.

The geo-tectonic features appear to run, in a general way, somewhere between N.-S. and N.-W. — S.-E. This is borne out by (i) the orientation of the Burqan dome and the relative position of Wara Hill (a little west of north from Burqan), (ii) by the general strike and trend of the Persian Gulf and Euphrates and Tigris valleys, (iii) by the direction of the low flat swell-ridges observed and mapped by Captain Shakespear further inland. The eastern slope of these flat swells is considerably more gradual than the western, a circumstance conformable with the chart of the Gulf, which shows a very gentle eastwards shelving along the Arabian side, but a comparatively steep drop into deep water along the Persian coast. From this we may deduce that easterly dipping beds cover a greater proportion of the total area than do westerly dipping beds. The dome at Burqan is a very gentle one. This fact and general considerations are conformable to the view that the subjacent Tertiary strata in and around Koweit have been very little disturbed by folding movements.

After these preliminaries it is possible to consider the question of finding water at Koweit by artesian boring. The Tertiary rocks beneath the thick superficial cap of Recent sand consist in all probability of Dr. Pilgrim's "Fars" series and perhaps some of the basal beds of the overlying *Bakhtiari*. We have evidence for this in the superficial gypsiferous band at Koweit, the nature of the Burqan and Wara beds, the brackishness of many of the Koweit and neighbouring wells, and to some extent the intermediate position of Koweit between an Upper Tertiary outcrop mapped by Dr. Pilgrim some 30 miles west of Basrah and the Nummulitic rocks of Bahrein*. As to the depth at which Tertiary rocks occur below the surface at Koweit, we may at least hope that the Burqan and Wara exposures denote a line of uplift whose strike would pass through Koweit and the Basrah out crop, and that although the westerly indent in the coast forming Koweit Bay may denote a local depression of the Tertiary rocks, these rocks are not beyond the reach of the drill.

The Fars series is a porous one, and if it can be reached, water ought to be found at some horizon or other, although it is not, I believe, been plentifully met with in the oil borings near Ahwaz. The most serious consideration, however, is whether any of it would be fresh enough for drinking purposes. A great part of Arabia and Persia are more or less permeated with rock-salt, gypsum and "reh"; in fact, the water of the upper part of the Persian Gulf is said to be actually saltier than that of the ocean (Gulf Pilot Capt. C. G. Constable and Lieutenant A. W. Stiffe). In the Burma Pegu series, which corresponds very closely to the Fars in age and character, fresh water has occasionally been found, though most of it is brackish; it is not unlikely that some water-bearing bed in the Fars may also be found free from rock-salt and gypsum.

It may not be necessary, however, to penetrate into the Fars beds. In fact, there seems to me better chances of obtaining potable water from the superjacent Bakhtiari sandstones if these exist below Koweit, and better chances still from the lowest horizons of the desert sand. One of the Bakhtiari conglomerates would be capable of holding up large quantities of water; a few miles south of Burqan water is so held up in considerable quantity and of good quality.

It will be seen that the evidence to go upon is meagre in the extreme, and in ordinary circumstances, one would be very loath to advise such an expensive operation as boring on such scanty data. But in view of the extreme scarcity of water and the crying necessity of the people here, who, out of the pearling season, number

* See Geological map, Mem. Geol. Survey of India, Volume XXXIV, Part 4.



some 40,000, and also in face of the fact that no artesian experiments have ever been made along this coast, I have no hesitation in strongly recommending trial borings at Koweit. The great element of uncertainty seems to me well worth ignoring on account of the great importance of the object. One of the most hopeful signs is the reported occurrence of fresh water off Kubbar Island mentioned above. Captain Shakespear and I were unable to find this, but there is a well-known example of this at Bahrein, and the "Lapwings" testimony is quite definite enough. I do not think this water can have come from the Shatt-el-Arab; in the first place, fresh water being less dense than salt, there would be a connecting strip of fresh water between Kubbar and the Shatt-el-Arab, and, in the second place, the distance seems too great. It is far more likely that there is a submarine spring. *AL*

As drilling would be undertaken more or less blindly, no local spot, as far as is known, would be preferable to any other; I should select one unlikely to be contaminated with foul surface water, convenient for the inhabitants, and removed as far as possible from the "jus" areas. The best method of drilling would be the American cable system, and the most suitable engine to work with would be an internal combustion oil-engine, since there would be great difficulty in obtaining fresh water for a steam boiler. A suggestion made by Mr. C. F. Shaw of Messrs. Shaw and Haynes (Basrah), who has had experience with water-wells in America, seems to me a sound one, namely, to procure at first a high-power engine capable of drilling to deep horizons (3,000 feet or more), and pipe apparatus suitable for the exploration of depths up to about 700-800 feet. If no success were met with, larger pipe and tools could be sent for and the same engine used for deeper boring. Salt water would, of course, have to be shut off by driving the pipe into clay or against a hard bed and perhaps the addition of hydraulic cement; this is a delicate operation and requires experienced supervision. As each water sand encountered should, whenever feasible, be tested as to its freshness, a good deal of under-reaming will probably be entailed and progress consequently slow. The whole apparatus could subsequently be used for similar experiments in Bushire, Masqat and elsewhere; Dr. Pilgrim was inclined to think deep wells in Masqat would meet with water in quantity.*

There seems to be much irregularity in the distribution of salt, so that the greater the number of test-wells the better. Dr. Pilgrim remarks that in Bahrein Island, of two wells sunk within a few yards of each other, the one may be brackish and the other sweet.*

* Note on a site for a proposed quarantine station in the Persian Gulf, etc., General Staff, India file.



APPENDIX.

No. 6, dated the 25th January 1910.

From—The Commander, H. M. S. "Lapwing",

To—His Excellency the Commander-in-Chief, East Indies Squadron.

I have the honour to inform you that the Master of SS. "Naseri", Bombay Persia Steam Navigation Company, reported to me that while passing Kubba Island in his way to Kuwait he sighted heavy breakers in a position S. 75° E., 4½ miles from Kubba Island. He did not stop to sound, but fixed position of breakers whilst steaming along his course.

2. He further informed me that the breakers were so sharp that he was certain that there was either rock or coral in the position reported.

3. The following remarks are submitted for consideration :—"Lapwing" has frequently been in the vicinity of Kubba Island, and it was observed on each occasion there was a very considerable tide causing tide-rips in various directions according to the hours of the tide. On one occasion a suspicious-looking patch of smooth water was observed close to the position now reported. Boats were lowered and it was sounded out, and soundings were found to agree with chart, but the water was nearly fresh. The Sheikh of Kuwait informed me that this was not caused by an under-water spring, but was fresh water that had come down from the Shatt-al-Arab.

4. In conclusion, I cannot understand how we failed to see the heavy breakers reported, as "Lapwing" has visited Kubba Island in all sorts of weather,



CONFIDENTIAL

No. 909, dated Bushire, the 29th March (received 6th April) 1914.

From—MAJOR S. G. KNOX, C.I.E., Officiating Political Resident in the Persian Gulf,

To—The Foreign Secretary to the Government of India in the Foreign and Political Department, Simla.

With reference to the second paragraph of your letter No. 7 E. A., dated 7th January, 1914, I have the honour to forward a copy of the letter, noted in the margin, which has been received from

No. E. 339-1, dated 4th February 1914. Messrs. The Anglo-Persian Oil Company, Limited, Mohammerah, giving cover to an estimate for the provision, at Kuwait, of a condensing plant producing 100,000 gallons per 24 hours, together with estimates of other initial and recurring expenditure.

A copy of a letter, which has been received from the Political Agent at Kuwait, in which he offers certain observations on the above mentioned estimate, is also enclosed.

No. E. D. 339-1, dated Mohammerah the 4th February 1914.

From—Messrs. The Anglo-Persian Oil Company, Ltd.,

To—J. G. LORIMER, Esq., C.I.E., Political Resident in the Persian Gulf, Bushire.

We have the honour to enclose herewith a full estimate of the cost of installing a distilling plant of 100,000 gallons capacity at Kuwait.

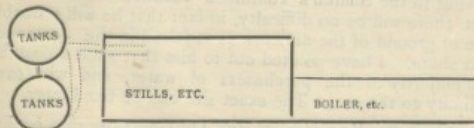
Water Distilling plant for Kuwait.

The plant will be capable of distilling from sea water 450 tons of drinking water per twenty-four hours, this quantity, roughly 100,000 gallons, will be nett gained distilled water, i.e., the plant will produce this amount and in addition enough to make up feed for boiler,—this is an important point as it enormously adds to the efficiency and life of plant.

The plant offered is the most economical type which can be designed, giving 45-50 lbs. of water per pound of coal or 55-60 tons per ton of fuel oil consumed. This result would be a great deal increased by the addition of an economiser to the boiler plant.

We would point out the extremely simple construction of the plant, the tubes being readily accessible both above and below the tube plate, the former, being straight and of medium length, can be readily and quickly cleaned, moreover as any one or more stills can be cut out of the series leaving remainder at work it will not be necessary at any time to shut down the plant for cleaning and scaling purposes; of course this improvement on the older type plants adds a little to the cost, but it can readily be seen that this extra outlay is repaid many times over in the first year's working. The boiler being fed with distilled water would not require cleaning, etc., more than once a year and then the whole job could be completed in three days, even this could be obviated by fitting two boilers, but we hardly think the extra expense would be warranted.

The buildings required for the complete plant would be, for the distilling plant 60 feet long, 30 feet wide and 24 feet high, for the boiler and pumps 40 feet long 20 feet wide, and 15 feet high, all measurements being inside, the buildings would occupy the position below:—





2

The buildings could be either of galvanized iron or mud brick. Two pumps would be required besides the ordinary boiler feed pump—one to feed stills and one to feed storage tanks from stills; for this purpose we propose a 5—10 h. p. Oil engine belted to two centrifugal pumps.

The total working expenses per annum would amount to about eighty thousand rupees on a twenty days per month basis, or a little more than half a pice per gallon of water distilled.

For Tanks we would suggest two fifty thousand gallons tanks, thus enabling them to be cleaned in turn without interfering at all with the continuous working of plant.

We are assured this plant can be kept in continuous operation for 360 days per annum requiring one native engineer at about Rs. 75 and 4 coolies at Rs. 13 per mensem for the care of same.

We would tender for the same, and for the instruction of the operators, on a time and material basis.

Herewith we append an estimate of the cost of the plant completely erected.

	£
Buildings in galvanized iron erected	350
Tanks in steel, with foundations erected and with cleaning connections	750
Boiler with brickwork, stack, etc.	950
Pumps with engines, etc., erected	200
Still, condensers and platforms therefor	9,862
Piping to sea, and tanks with valves	50
Incidentals	150
Total	12,312

The foregoing prices are based on the assumption that we can obtain coolies locally at Krans two per diem, native bricks at rupees twenty-eight per thousand mud bricks at rupees two and a half per thousand and in quantity sufficient to keep the working going steadily.

Our prices for pipes, etc., allow a maximum distance between sea and plant of one hundred and fifty yards, between plant and tanks fifty yards.

No C 9, dated Kuwait, the 17th March 1914.

From—LIEUTENANT-COLONEL W. G. GREY, I.A., Political Agent, Kuwait,
To—The Political Resident in the Persian Gulf, Bushire.

I have the honour to reply to your endorsement No. 594, dated 24th February 1914, forwarding for an expression of my views an estimate of the cost of installing a water distilling plant at Kuwait. As you are aware I have recently visited Mohammerah in order to discuss the matter with the Shaikh who was there, and with the Anglo Persian Oil Company's Engineer who was responsible for the preparation of the estimate.

2. I notice that the length of the plot of land required for the installation will be about fifty yards and its breadth some twelve yards. The site has not yet been decided upon owing to the Shaikh's continued absence from Kuwait, but he assures me that there will be no difficulty, in fact that he will probably be able to provide a piece of ground of the dimensions required in the centre of the town and on the sea shore. I have pointed out to him that such a position will be convenient for the majority of the purchasers of water, and will save expense owing to its proximity to the sea. The exact site can be fixed later.

3. I have represented to the Engineer of the Oil Company that coolies cannot be procured in Kuwait at less than Rs. 1-8 per diem, but as only about

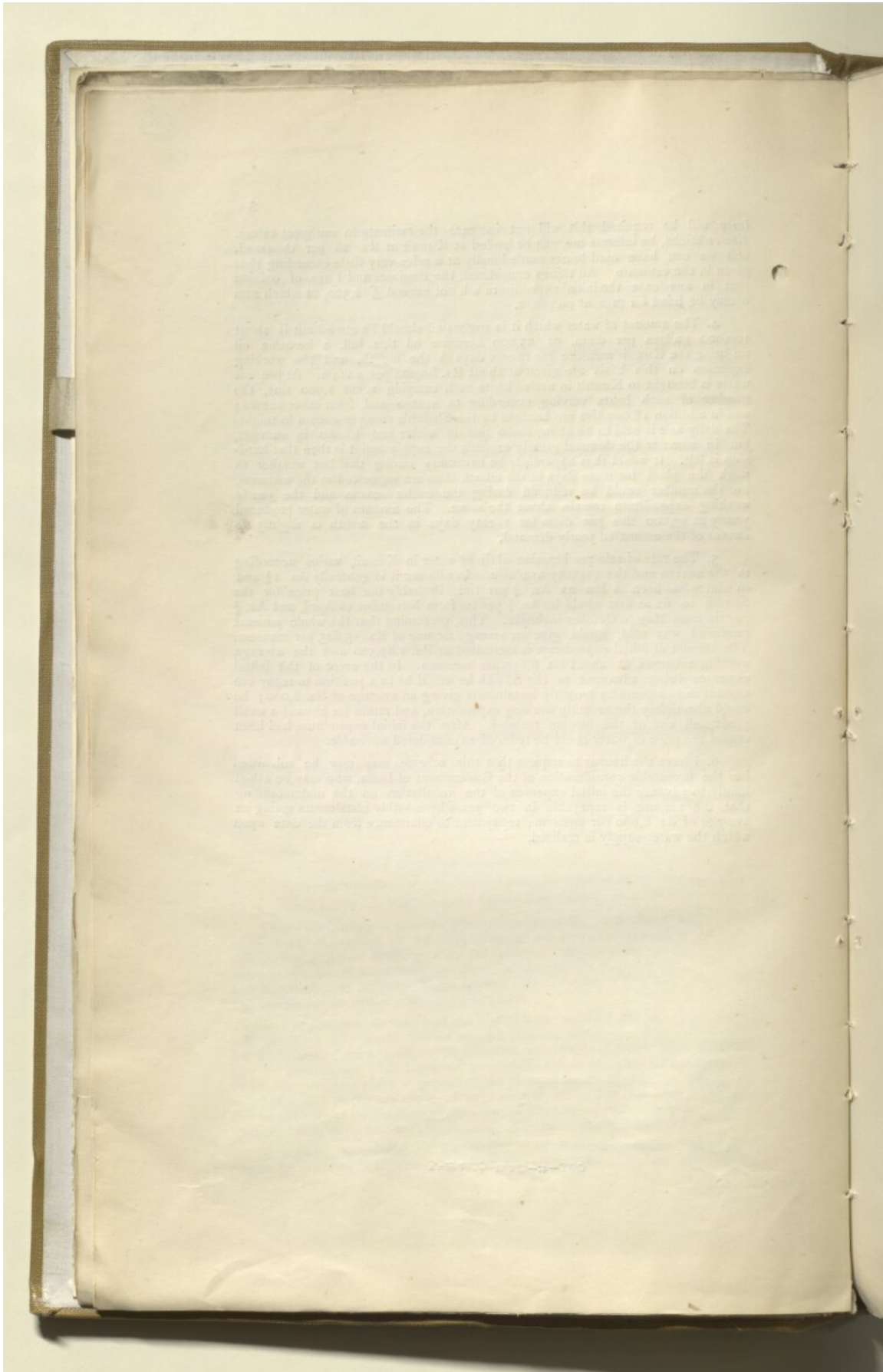


forty will be required this will not increase the estimate to any great extent. Native bricks, he informs me, can be landed at Kuwait at Rs. 28 per thousand, and we can have mud bricks made locally at a price very little exceeding that given in the estimate. All things considered, the Engineer and I are of opinion that in any case the initial expenditure will not exceed £12,500, at which sum it may be fixed for present purposes.

4. The amount of water which it is suggested should be turned out is about 100,000 gallons per diem, or 25,000 kerosine oil tins full, a kerosine oil tin being the Kuwait measure, for twenty days in the month, and the working expenses on this basis are given at about Rs. 80,000 per annum. At present water is brought to Kuwait in native boats each carrying some 1,000 tins, the number of such boats varying according to season and from other causes; and in addition 18,000 tins are brought by the Shaikh's steamer once a fortnight. The daily sale is said to be about 8,000 tins in winter and 16,000 in summer, but in summer the demand greatly exceeds the supply and it is then that hardship is felt. It would thus apparently be necessary during the hot weather to work the plant for more days in the month than are suggested in the estimate, but the number could be reduced during the cooler season and the yearly working expenditure remain about the same. The amount of water produced yearly at 25,000 tins per diem for twenty days in the month is slightly in excess of the estimated yearly demand.

5. The rate of sale per kerosine oil tin of water in Kuwait varies according to the season and the quantity available. In summer it is generally As. 1½ and in winter has been as low as As. ¾ per tin. Probably the best price for the Shaikh to fix at first would be As. ¾ per tin from November to April, and As. ¾ per tin from May to October inclusive. This, presuming that the whole amount produced was sold, would give an average income of Rs. 15,625 per mensem. The amount of initial expenditure is estimated at Rs. 1,87,500 and the average working expenses at about Rs. 6,650 per mensem. In the event of the initial expenses being advanced to the Shaikh he would be in a position to repay the amount in two years by monthly instalments giving an average of Rs. 8,000; he could also defray the monthly working expenditure, and retain for himself a small profit, all out of the income realised. After the initial expenditure had been repaid the price of water could be reduced as considered advisable.

6. I have the honour to request that this scheme may now be submitted for the favourable consideration of the Government of India, who may be asked kindly to advance the initial expenses of the installation on the understanding that the amount is repayable in two years by monthly instalments giving an average of Rs. 8,000 per mensem; repayment to commence from the date upon which the water-supply is realised.





Enclosure No. 3.

Telegram P. No. S.-368, dated the 17th June 1914.

From—The Secretary to the Government of India in the Foreign and Political Department, Simla,

To—The Political Resident in the Persian Gulf, Bushira.

Kuwait Water Supply. Please refer to your letter of March 29th 1914. It is recognised that *prima facie* it would be advantageous and convenient that work should be undertaken by A. P. O. C., but please state whether the Shaikh of Kuwait definitely desires that A. P. O. C. should execute the work on his behalf; whether he has been consulted in regard to the details of the estimate already submitted and generally accepts them as well as the method of repayment proposed by Political Agent. It will probably be unnecessary to call for other tenders if reply is in affirmative. It is however necessary in our own interests, as the Government of India are expected to finance the scheme, as well as those of the Shaikh, that we should assure ourselves by expert examination that the Company's estimate is reasonable. On the data at present afforded it is impracticable to do this, and I am to request you therefore kindly to obtain urgently from the Company—

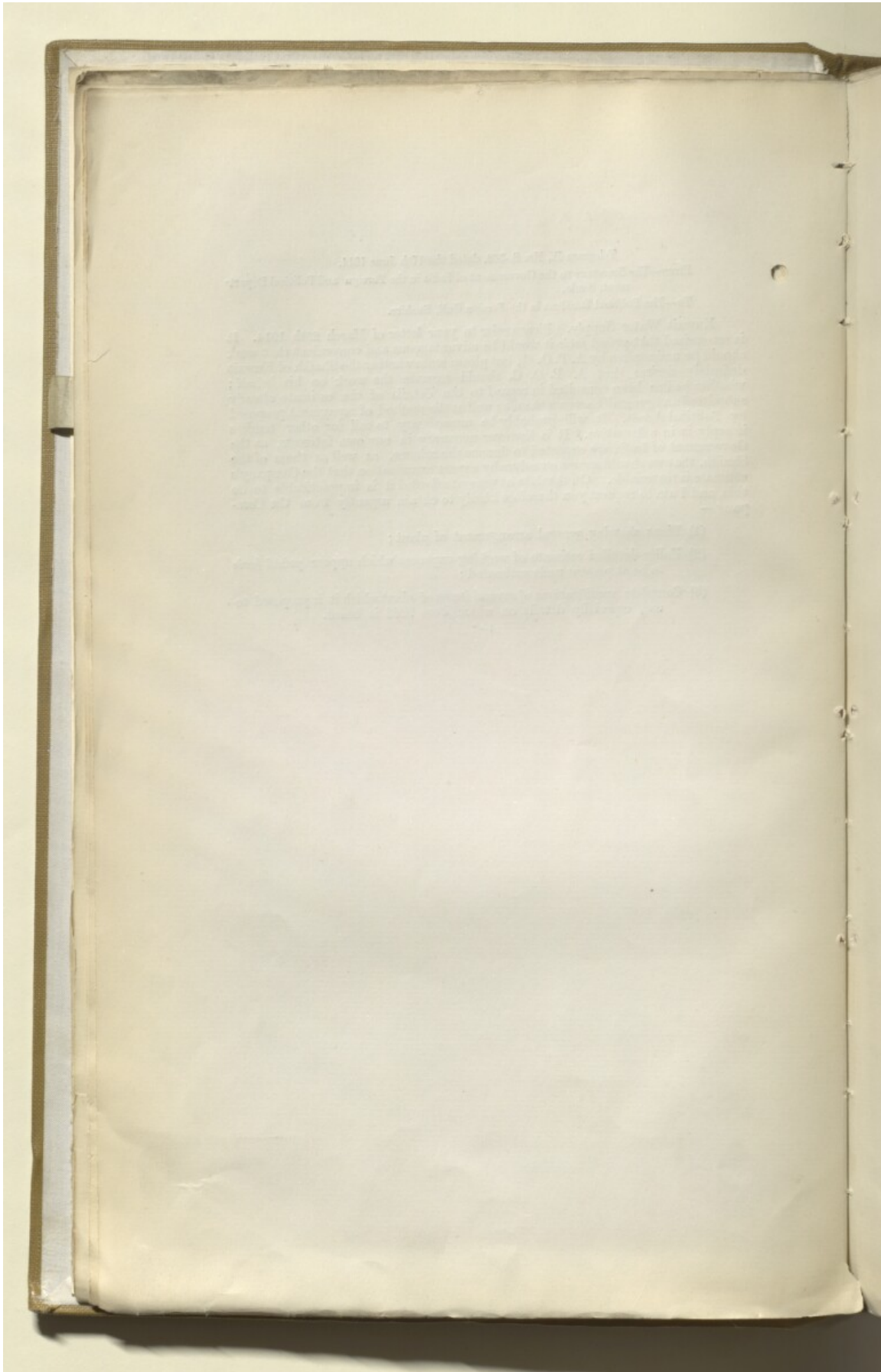
- (1) Plans showing general arrangement of plant;
- (2) Fuller detailed estimate of working expenses which appear *prima facie* to be at present underestimated;
- (3) Complete specifications of several items of plant which it is proposed to use, especially details on which item 9862 is based.

1-2

3



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [١٢ ظ] (٢٤٢/٢٤)





Enclosure 16 4.

No. Cf.-A (Confidential), dated Bushire, the 8th July 1914.

From—MAJOR S. G. KNOX, C.I.E., Officiating Political Resident in the Persian Gulf,
To—The HON'BLE LIEUTENANT-COLONEL SIR P. Z. COX, K.C.I.E., C.S.I., Foreign
Secretary to the Government of India in the Foreign and Political Department, Simla.

With regard to Foreign Department telegram No. 368-S., dated 17th June 1914, on the subject of the Kuwait Water-Supply, I have the honour to report that the Political Agent, Kuwait, has been through the details of the scheme with the Shaikh, and that the latter entirely agrees with the suggestion put forward by the Political Agent in his letter No. C-9., of March 17th, which formed an enclosure to this office letter No. 909 of March 29th.

2. In reply to the remaining queries contained in the above-quoted telegram, I now forward, for the information of the Government of India, a full specification of each of the items of the plant which it is intended to use, two plans showing general arrangement of the plant, a letter received from the Anglo-Persian Oil Company giving fuller details of working expenses.

Copies of this letter and of the full specifications referred to have been forwarded to Kuwait for any remarks the Political Agent may have to offer. As soon as I have received the Political Agent's comments, I will forward a further communication on the subject.

No. 111-36, dated Muhammareh, the 27th June 1914.

From—W. GREENWOOD, Esq.,
To—MAJOR A. P. TREVOR, C.I.E., His Majesty's Consul, Muhammareh.

Referring to your letter (47-C. Confidential) of the 20th instant, herewith I enclose a copy of our original estimate for the erection of a distillation plant at Kuwait, a blue print showing general arrangement of stills, and a specification of the actual distillation plant. In answer to your queries:—

- (1) In the specification of plant you will get a complete list of all details on which the item £ 9,862 is based and our estimate allows for foundations, erection, lagging, all pipe work, all brick work, and all concrete work, etc.

The oil engine driven pumps we propose:—

The engine would be one of 10 h. p. consuming fuel oil and driving by belts two centrifugal pumps, each requiring 4 h. p. at pulley. The pump for the sea water would have propeller in gun-metal, for the distilled water in the best close-grained cast-iron. The piping system would be fully equipped with valves, drains, vents, etc., as required to facilitate ease of working and cleaning.

The boiler would be of a Lancashire type, with complete set of mountings, injectors, etc., and bricked up in workmanlike manner, complete with stack flues, and necessary dampers, converted to the use of oil fuel; the necessary oil tanks and piping being supplied and fitted.

- (2) We enclose a plan which shows the actual arrangement of stills, but does not show, unfortunately, the boiler or pump connections; however, we do not think that matters much.
- (3) In our original estimate we gave the working expenses per annum as Rs. 80,000 or a little more than half a pice per gallon of water distilled, working on the bases of twenty working days per month. This is based on figures that, we are assured by Suppliers, have been realized in actual working of these plants. Fifty-five to sixty tons of water distilled per ton of oil fuel consumed, that is, working on full load for twenty days, the plant could distil 8,000 tons of water consuming 160 tons of oil value say Rs. 5,000 or for twelve months Rs. 60,000, fuel for small pumping engines would amount to about Rs. 1,500 per

C445FD

3



annum, lubricating oil about Rs. 1,000, repairs and overhauls, etc., say Rs. 4,500. Lighting about Rs. 1,500. Leaving a balance of Rs. 11,500 for wages and incidentals.

I do not think I can give you any more information in time for this mail but if there remains any point still requiring elucidation, I shall be pleased to try and make it clear. We have estimated very safely throughout on all costs of plant and material as we understood Captain Shakespear wanted an outside price.

The 450 ton plant will consist of the same parts as the 225 ton, described in the following pages, with the exception that the various parts will be increased in size.

The staging will be much heavier, each still, of which there will be six, will be 6' 0" diameter inside, and will contain 530-2" and 21-4" copper tubes 6 feet long.

The vapour connections between pans will be 14" diameter and will be provided with similar cut out connections to those on the smaller plant.

The vapour pipe from the last pan will connect it to a condenser, which will contain 450-1" brass tubes each 12 feet long.

The internal diameter of this condenser will be 4'-0".

The small multiple heaters in the vapour pipes will now contain 180 square feet of copper heating surface and for circulating water through the condensers and these heaters, we would apply a double ram pump, having rams 6" diameter and 8" stroke. Otherwise the connections and other items remain as in the case of the small installation.

Specification of patent sextuple plant for the production of 225 tons of distilled water per 24 hours from sea water. Proposed for Captain Shakespear, Kuwait.

Duty.—It is understood that the plant which we are proposing is capable of producing 225 tons nett of fresh water per 24 hours. That is to say, it will produce this quantity of water together with sufficient to feed the boiler which operates the plant.

General.—The plant would consist of six "Scott" patent tubular evaporators carried on an iron and steel staging with platform and handrail together with the necessary condenser, vapour pipes and liquor pipes as set out in detail herewith.

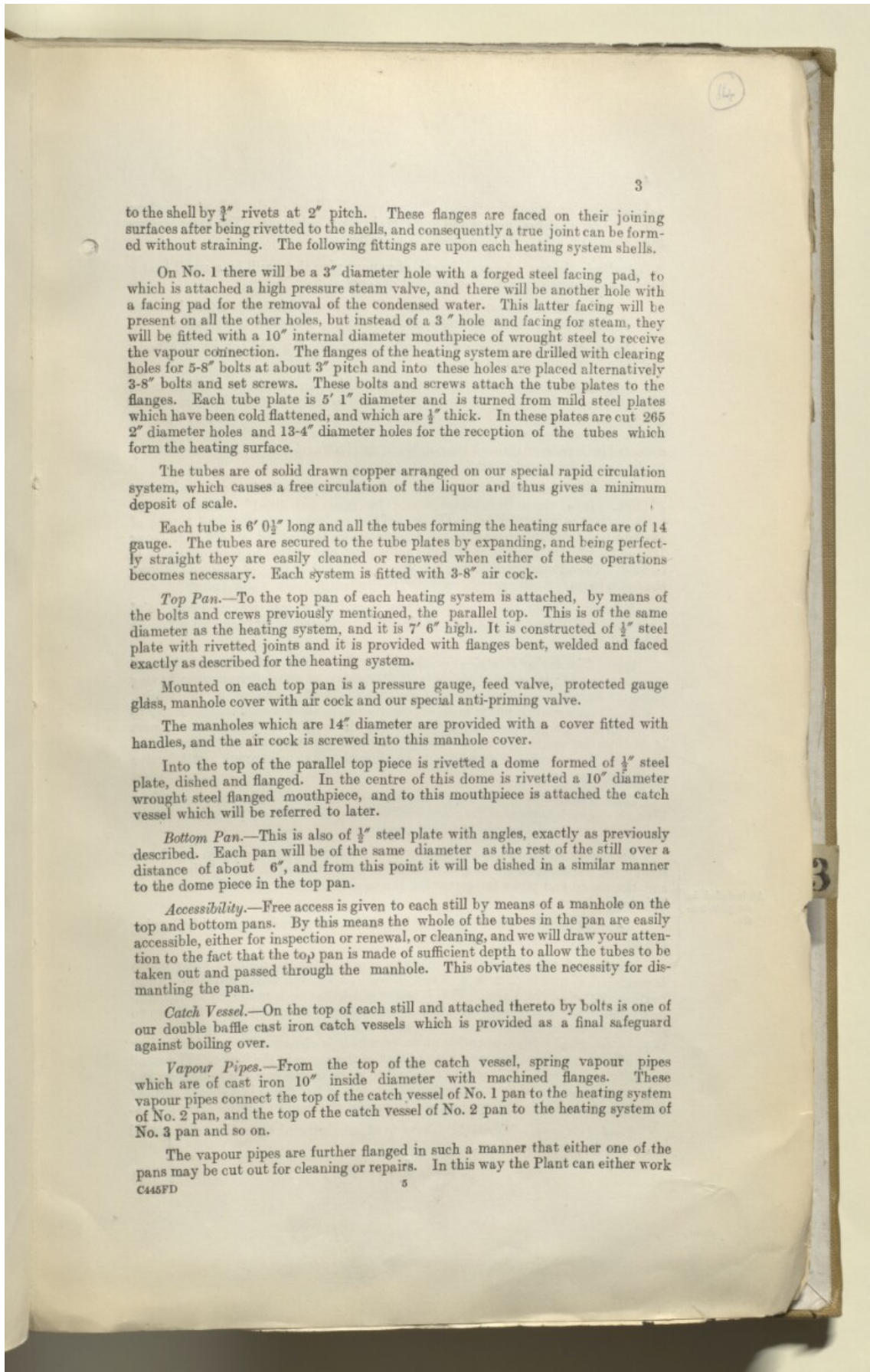
Staging.—This will consist of two 9" x 7" rolled steel joists made up in convenient lengths with the necessary fish plates for connection. These joists will form the main support and these are carried from 6 steel stanchions which will be constructed from 8" x 6" rolled steel joists fitted complete with capital and bases. From these main joists will be carried the bearing joists which will carry the evaporators. There are 12 of these and each is of 6" x 5" rolled steel joist.

Platform.—The above-mentioned joists also carry the platform which is of 1 1/8" diamond pattern chequer plate 3' 6" wide carried along the whole front of the plant. The sides of the platform will be protected where necessary by a wrought iron hand-rail carried in castiron stanchions.

Ladder.—To give access to the platform for the purpose of operating the plant, we would supply a steel ladder composed of steel channels with chequer plate treads.

Stills.—Each of these six stills will consist of a heating system parallel top with dome and a dished bottom. These stills are carried from the staging by means of two castiron brackets attached to the heating system, and the brackets are each secured to the bearing joists by means of two 3/4" bolts in each.

Heating System.—The heating system of each effect will be 4' 6" internal diameter by 5' 1" maximum diameter and it will be 5' 11" long. It will be constructed in 1/2" steel plate, vertical seams being double rivetted. The flanges at each end are formed from angle iron bent and welded into an endless ring and afterwards rivetted



to the shell by $\frac{3}{4}$ " rivets at 2" pitch. These flanges are faced on their joining surfaces after being rivetted to the shells, and consequently a true joint can be formed without straining. The following fittings are upon each heating system shells.

On No. 1 there will be a 3" diameter hole with a forged steel facing pad, to which is attached a high pressure steam valve, and there will be another hole with a facing pad for the removal of the condensed water. This latter facing will be present on all the other holes, but instead of a 3" hole and facing for steam, they will be fitted with a 10" internal diameter mouthpiece of wrought steel to receive the vapour connection. The flanges of the heating system are drilled with clearing holes for 5-8" bolts at about 3" pitch and into these holes are placed alternatively 3-8" bolts and set screws. These bolts and screws attach the tube plates to the flanges. Each tube plate is 5' 1" diameter and is turned from mild steel plates which have been cold flattened, and which are $\frac{1}{2}$ " thick. In these plates are cut 265 2" diameter holes and 13-4" diameter holes for the reception of the tubes which form the heating surface.

The tubes are of solid drawn copper arranged on our special rapid circulation system, which causes a free circulation of the liquor and thus gives a minimum deposit of scale.

Each tube is 6' 0 $\frac{1}{2}$ " long and all the tubes forming the heating surface are of 14 gauge. The tubes are secured to the tube plates by expanding, and being perfectly straight they are easily cleaned or renewed when either of these operations becomes necessary. Each system is fitted with 3-8" air cock.

Top Pan.—To the top pan of each heating system is attached, by means of the bolts and crews previously mentioned, the parallel top. This is of the same diameter as the heating system, and it is 7' 6" high. It is constructed of $\frac{1}{2}$ " steel plate with rivetted joints and it is provided with flanges bent, welded and faced exactly as described for the heating system.

Mounted on each top pan is a pressure gauge, feed valve, protected gauge glass, manhole cover with air cock and our special anti-priming valve.

The manholes which are 14" diameter are provided with a cover fitted with handles, and the air cock is screwed into this manhole cover.

Into the top of the parallel top piece is rivetted a dome formed of $\frac{1}{2}$ " steel plate, dished and flanged. In the centre of this dome is rivetted a 10" diameter wrought steel flanged mouthpiece, and to this mouthpiece is attached the catch vessel which will be referred to later.

Bottom Pan.—This is also of $\frac{1}{2}$ " steel plate with angles, exactly as previously described. Each pan will be of the same diameter as the rest of the still over a distance of about 6", and from this point it will be dished in a similar manner to the dome piece in the top pan.

Accessibility.—Free access is given to each still by means of a manhole on the top and bottom pans. By this means the whole of the tubes in the pan are easily accessible, either for inspection or renewal, or cleaning, and we will draw your attention to the fact that the top pan is made of sufficient depth to allow the tubes to be taken out and passed through the manhole. This obviates the necessity for dismantling the pan.

Catch Vessel.—On the top of each still and attached thereto by bolts is one of our double baffle cast iron catch vessels which is provided as a final safeguard against boiling over.

Vapour Pipes.—From the top of the catch vessel, spring vapour pipes which are of cast iron 10" inside diameter with machined flanges. These vapour pipes connect the top of the catch vessel of No. 1 pan to the heating system of No. 2 pan, and the top of the catch vessel of No. 2 pan to the heating system of No. 3 pan and so on.

The vapour pipes are further flanged in such a manner that either one of the pans may be cut out for cleaning or repairs. In this way the Plant can either work

C445FD



as a sextuple or quintuple effect. The valves will all be of the full way pattern and will have cast iron bodies and gun metal valves in facings. The vapour pipes from the sixth effect will connect to a condenser.

Multiple Heaters.—In each length of vapour pipe there will be a small heater having a heating surface of 90 square feet of copper tubes.

By means of these heaters the water will be increased in temperature in stages until it enters No. 1 still at a temperature practically the same as the steam.

Condenser.—This will be carried horizontally and it would consist of a body and chambers, tubes and tube plates.

Body.—This is constructed of cast iron 5-8" thick, and it will be 3' 0" diameter by 7' 11" long. The ends of this vessel are flanged to take the tube plates and these flanges are machined. The inside of the body is provided with ribs so that internal baffles can be fitted to the condensers. By the use of this baffle, the vapour is deflected in its passage through the condenser and its travel is in a direction contrary to the flow of the cooled water.

The tube plates which are attached to the flanges of the body would be of steel $\frac{3}{4}$ " thick. Into these tubeplates would be expanded 300-1" diameter brass tubes, each tube being 8' 0" long. The ends of the condensers are closed by means of cast iron waists 9" deep and to the flange of which is attached a cast iron cover. It is on the 9" deep waist piece that the water inlet and outlet to the condenser is formed. The advantage of having this waist piece will be readily seen, as it allows the tubes to be cleaned or replaced without dismantling the water connections.

Receiver.—Under the condenser there would be a cast iron receiver, 4' 0" diameter by 8' 0" long in which the whole of the distilled water produced would be collected.

Water Circulating Pump.—For circulating the cooling water through the condenser we would propose to supply a vertical double ram, steam driven pump having rams $4\frac{1}{2}$ " diameter by 6" stroke, and steam cylinder 7" diameter by 6" stroke. We should connect this pump in such a manner as to allow the circulating water to be passed through the condenser and then from the outlet of the condenser, part of the water would be taken through the multiple heaters and thence to No. 1 pan and the surplus of water would be allowed to escape through a relief valve back into the sea.

Connections.—We would supply the whole of the vapour and water connections between the various parts of the plant itself and also the necessary pipes for connecting our water circulating pump to the condenser.

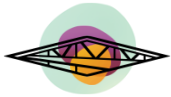
Exceptions.—We do not supply any brick, wood or concrete work, nor do we supply the connections bringing the water to the suction of the circulating pump, and the pump and pipes for removing the condensed water from the condenser. This would be extra.

All included in complete tender.

We might mention that we have not included in our price for material for lagging the outside of the stills and condenser.

Water produced.—We have in this way provided for the distilled water which is produced in pan Nos. 2, 3, 4, 5 and 6, but not for the water produced in the heating system of No. 1 pan. This is water which has been produced by the condensation of the steam sent to the plant from your boiler, and you will have to connect the steam trap which we provide on the system to your boiler. You will thus be provided with a quantity of water which is almost sufficient for feeding the boiler at a temperature very near to that of the water in the boiler. The small quantity of feed water that will be required to make up the loss due to leakage and other causes, can be taken from the heating system of No. 2 pan in a similar manner it is taken from No. 1, and we propose to supply the connections for this purpose.

Time of delivery.—We would deliver in about six months, erection, etc., would take another two or three.



Enclosure No. 5.

No. Cf.-59 (Confidential), dated Bushire, the 26th July 1914.

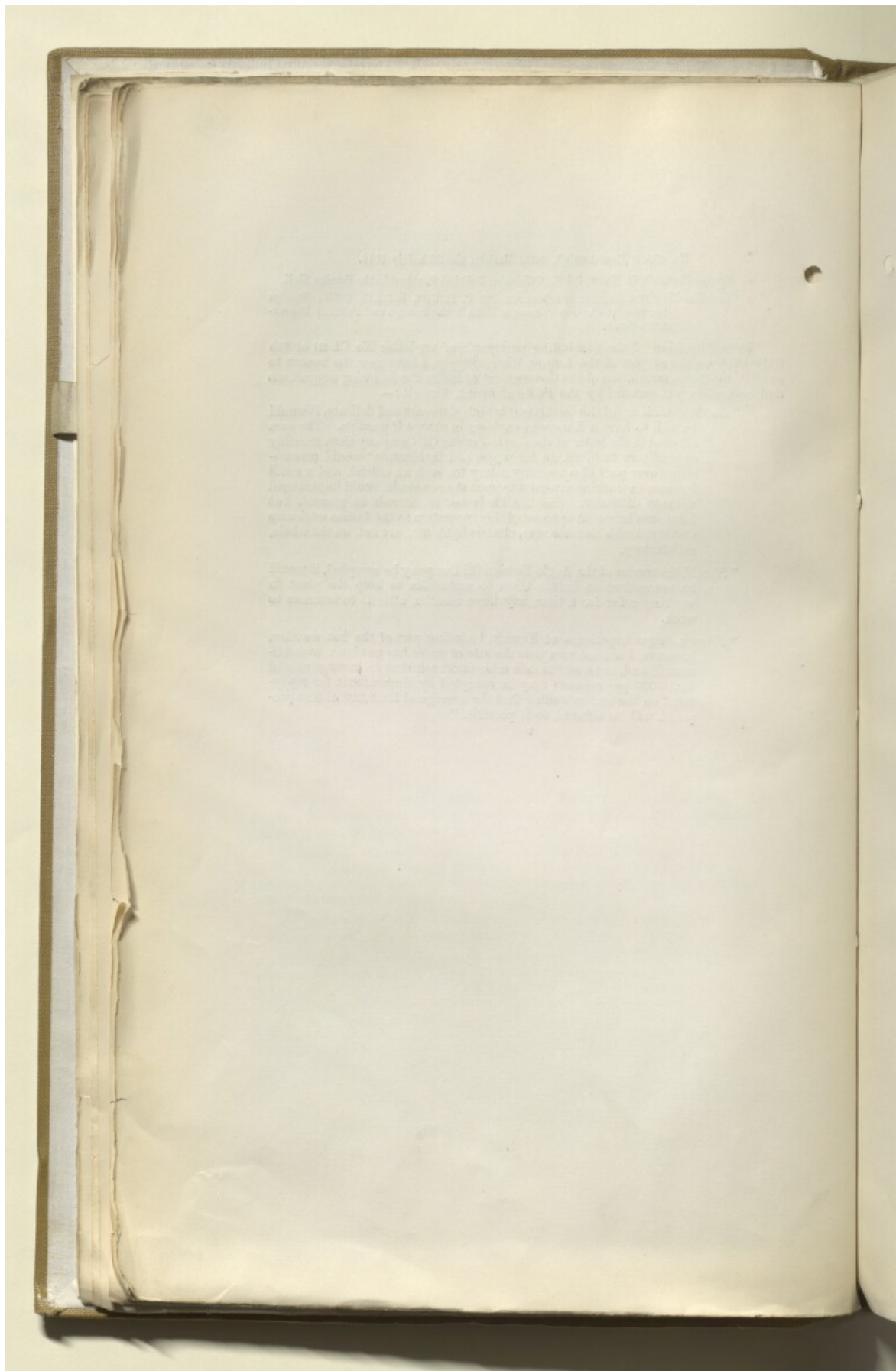
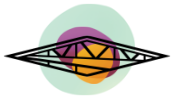
From—MAJOR S. G. KNOX, C.I.E., Officiating Political Resident in the Persian Gulf,
To—The HON'BLE LIEUTENANT-COLONEL SIR P. Z. COX, K.C.I.E., C.S.I., Foreign
Secretary to the Government of India in the Foreign and Political Department, Simla.

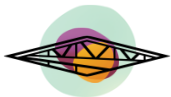
In continuation of the concluding paragraph of my letter No. Cf.-21 of 8th July 1914, on the subject of the Kuwait Water Supply, I have now the honour to submit, for the consideration of the Government of India, the following suggestions and comments put forward by the Political Agent, Kuwait :—

" As the machinery of this instalment is both elaborate and delicate, it would be well to have a European engineer in charge if possible. The sum allotted in the letter of the Anglo-Persian Oil Company from monthly expenditure to ' balance for wages and incidentals ' would presumably cover part of a monthly salary for such an official, and a small increase in working expenses to meet the remainder could be arranged without difficulty. The Shaikh is not in Kuwait at present, but I am sure he would approve of this suggestion as the Indian engineers employed with his motor car, electric light, etc., are not, on the whole, satisfactory.

" Should the tender of the Anglo-Persian Oil Company be accepted, it would be convenient to induce them to undertake to keep the plant in working order for a time, say three months, after it commences to work.

" From a larger experience of Kuwait, including part of the hot weather, however, I am not sure that the sale of water has not been overestimated, and, to be on the safe side, would ask that an average rate of Rs. 6,000 per mensem may be accepted by Government for repayment on the understanding that the average of Rs. 8,000 at first proposed will be adhered to if possible."





Enclosure No. 6.

No. 947-E.A. (Confidential), dated Simla, the 22nd September 1914.

From—The Deputy Secretary to the Government of India in the Foreign and Political Department,

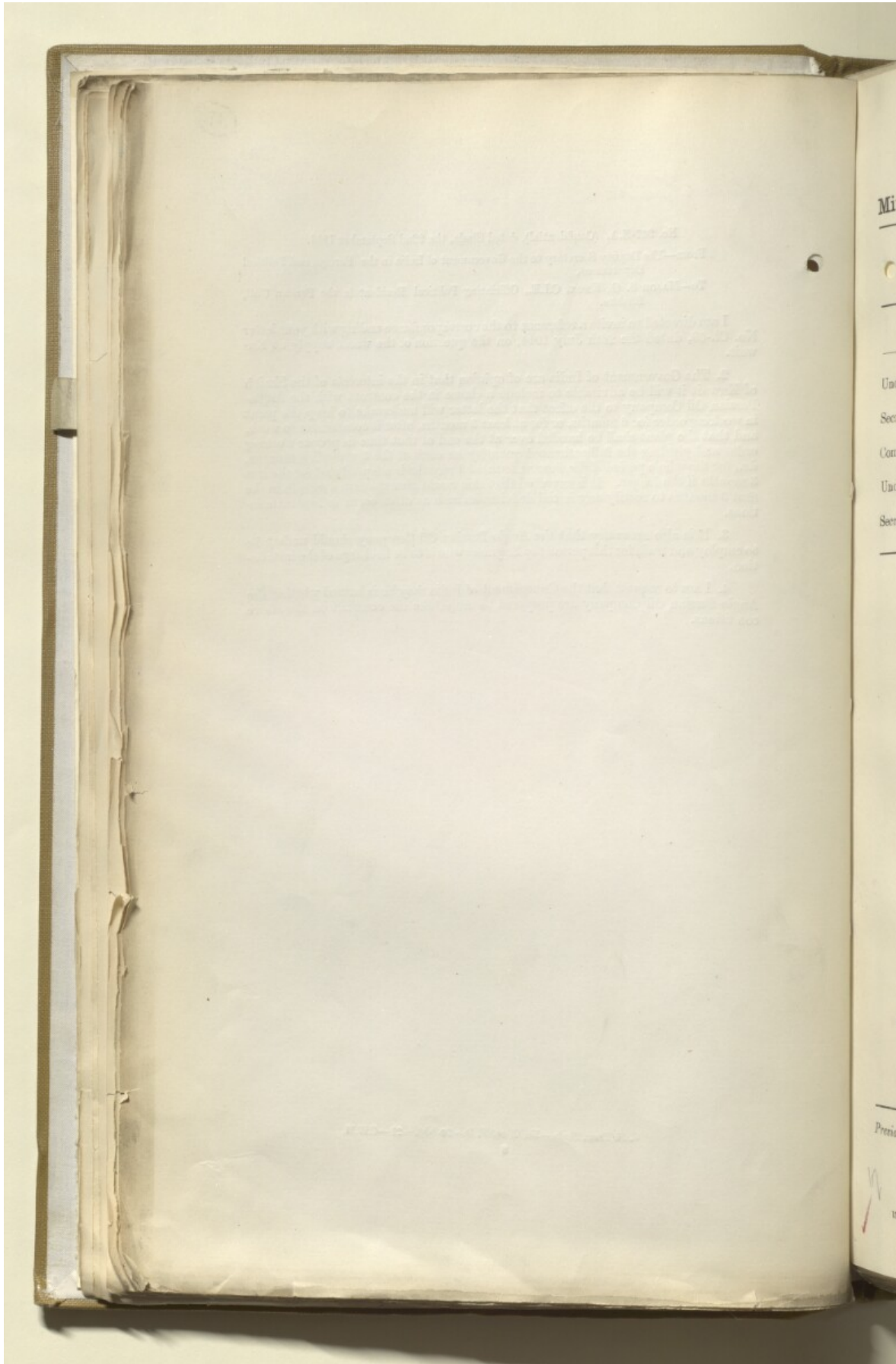
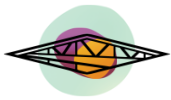
To—MAJOR S. G. KNOX, C.I.E., Officiating Political Resident in the Persian Gulf, Bushire.

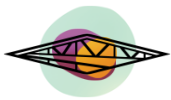
I am directed to invite a reference to the correspondence ending with your letter No. Cf.-59, dated the 26th July 1914, on the question of the water supply at Kuwait.

2. The Government of India are of opinion that in the interests of the Shaikh of Kuwait it will be advisable to include a clause in the contract with the Anglo-Persian Oil Company to the effect that the latter will undertake to keep the plant in working order for 6 months, or for at least 3 months, after it commences to work, and that the plant shall be handed over at the end of that time in proper working order and yielding the full estimated quantity for each of the 3 preceding months, i.e., for the whole period if the shorter term of 3 months is adopted and for the last 3 months if the longer. It is expected that this would give the firm a margin in the first 3 months to rectify any initial deficiencies such as often occur in new installations.

3. It is also necessary that the Anglo-Persian Oil Company should undertake to employ and train for this period the Engineer who is to be in charge of the installation.

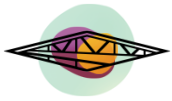
4. I am to request that the Government of India may be informed whether the Anglo-Persian Oil Company are prepared to undertake the contract on the above conditions.



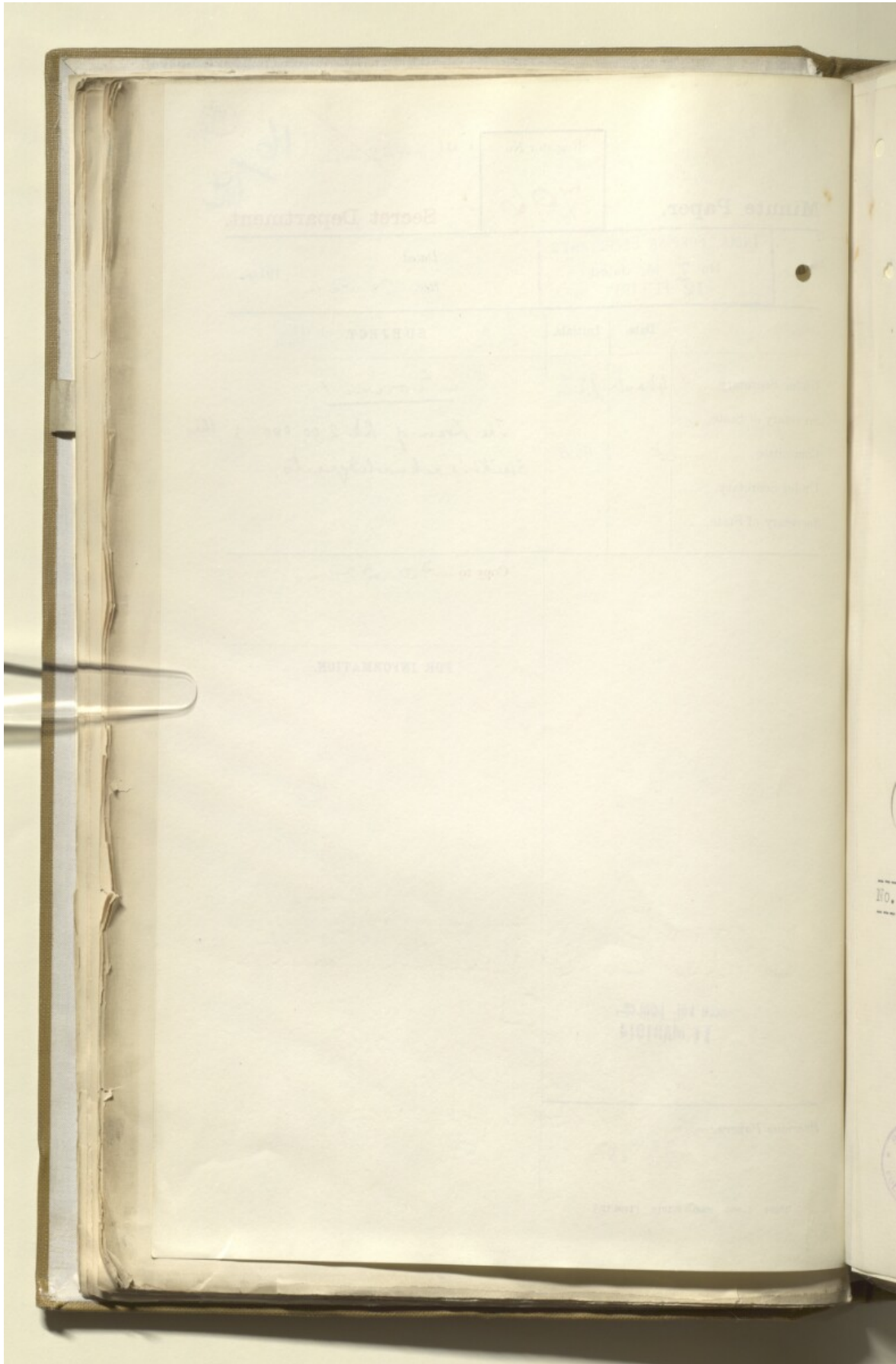


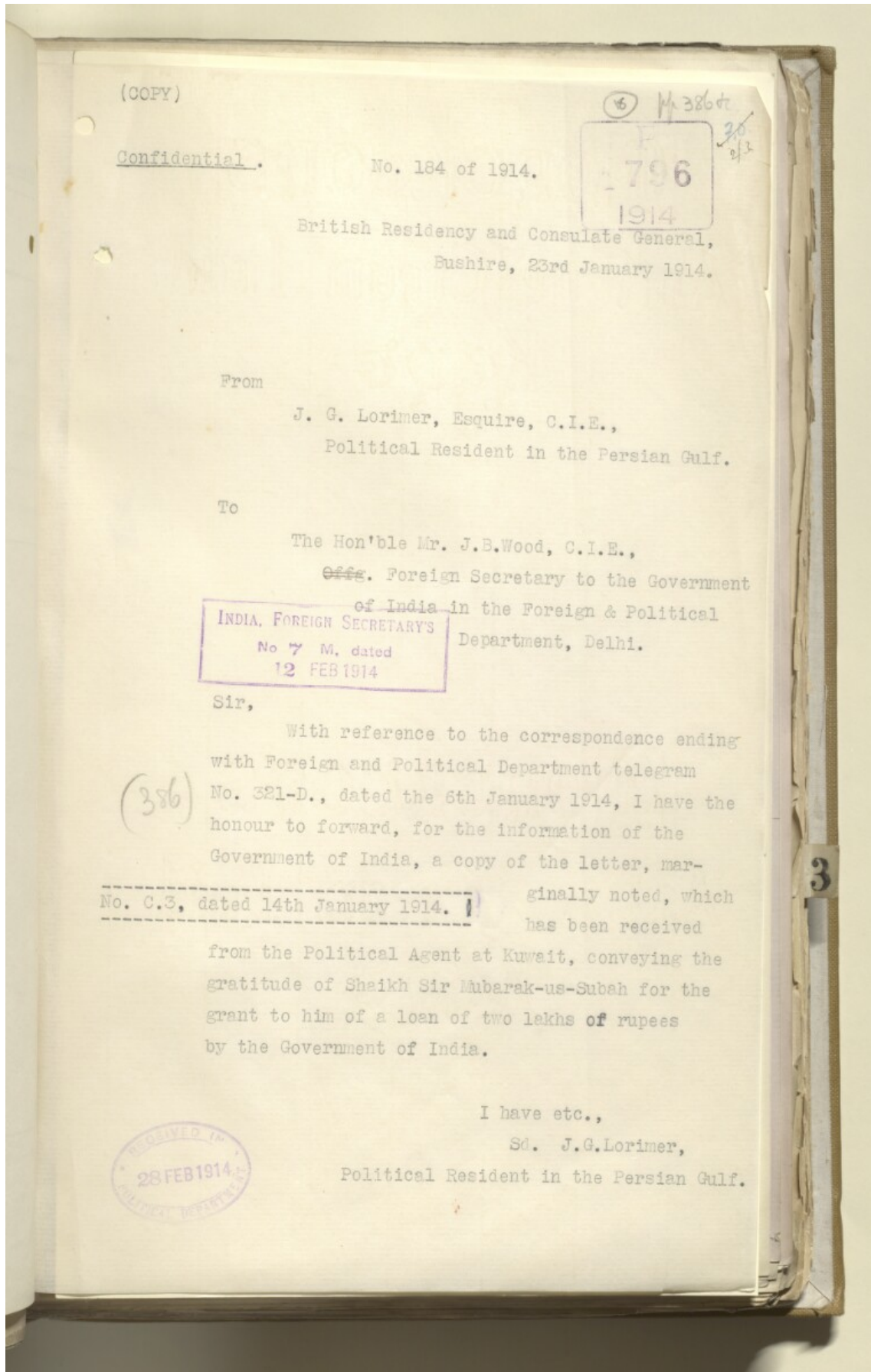
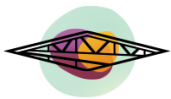
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [١٧و] (٢٤٢/٣٣)

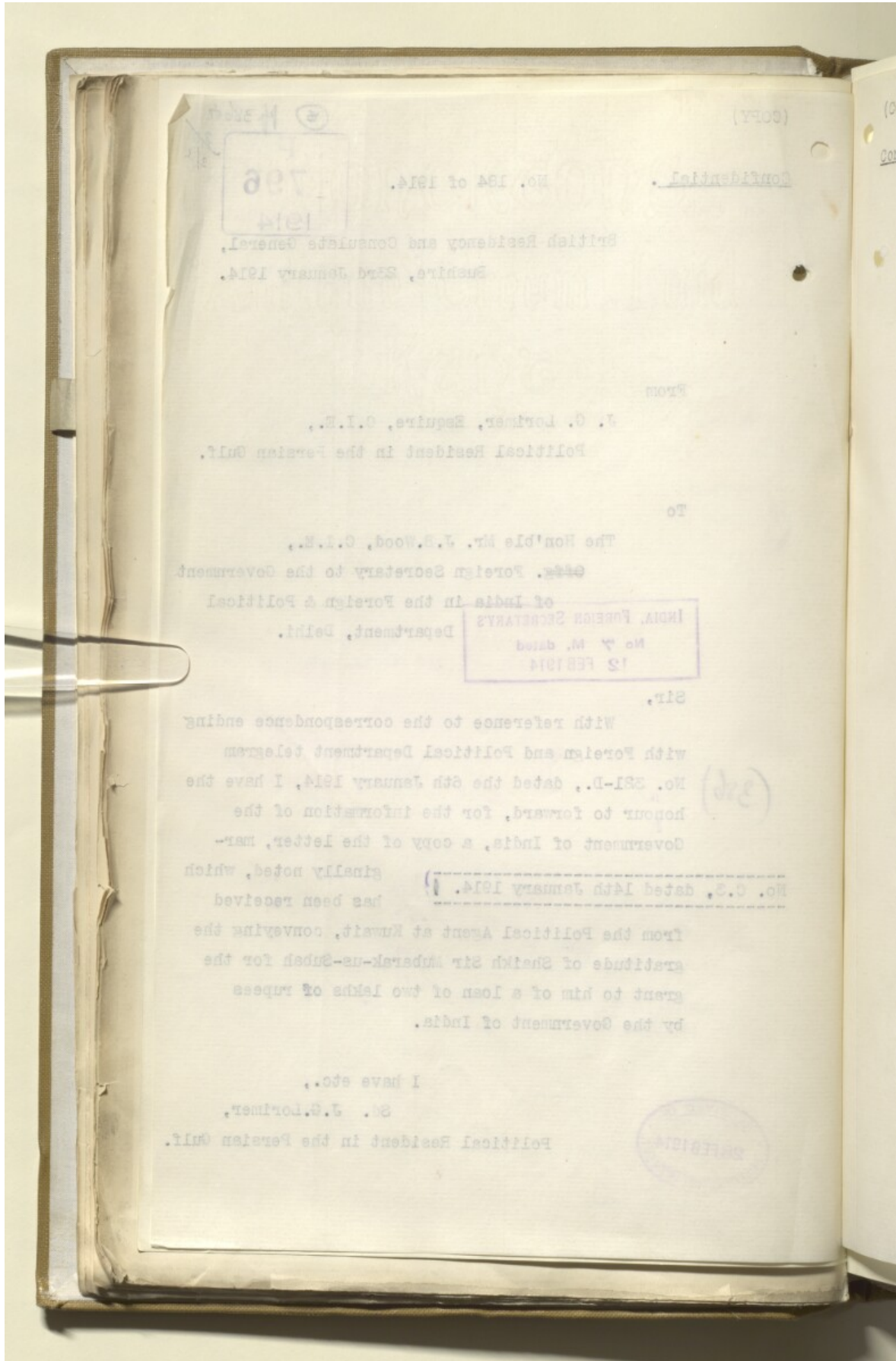
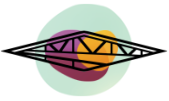
Minute Paper.		Register No. 796	Put away with 16
INDIA, FOREIGN SECRETARY'S No 7 M, dated 12 FEB 1914		Dated Rec. 28 Feb. 1914.	
	Date.	Initials.	SUBJECT.
Under Secretary.....	4/11/14	J.E.S.	<u>Koweit</u>
Secretary of State.....			The Loan of Rs 2,00,000 ; the
Committee.....	5	J.W.H.	Sheikh's acknowledgments.
Under Secretary.....			
Secretary of State.....			
			Copy to C.O. 2 March.
			FOR INFORMATION.
<p>15294. 1. 864. 2000.-6/1913. [1486/12.]</p> <p>Previous Papers:— 386 etc</p> <p>15294. 1. 864. 2000.-6/1913. [1486/12.]</p>			

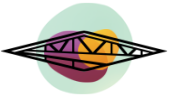


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [١٧ظ] (٢٤٢/٣٤)









(COPY)

Confidential.

No. C.3 of 1914.

Political Agency,
Kuwait.

14th January 1914.

From

Captain W.H.I. Shakespear,
Political Agent, Kuwait.

To

The Political Resident in the Persian Gulf,
B U S H I R E.

Sir,

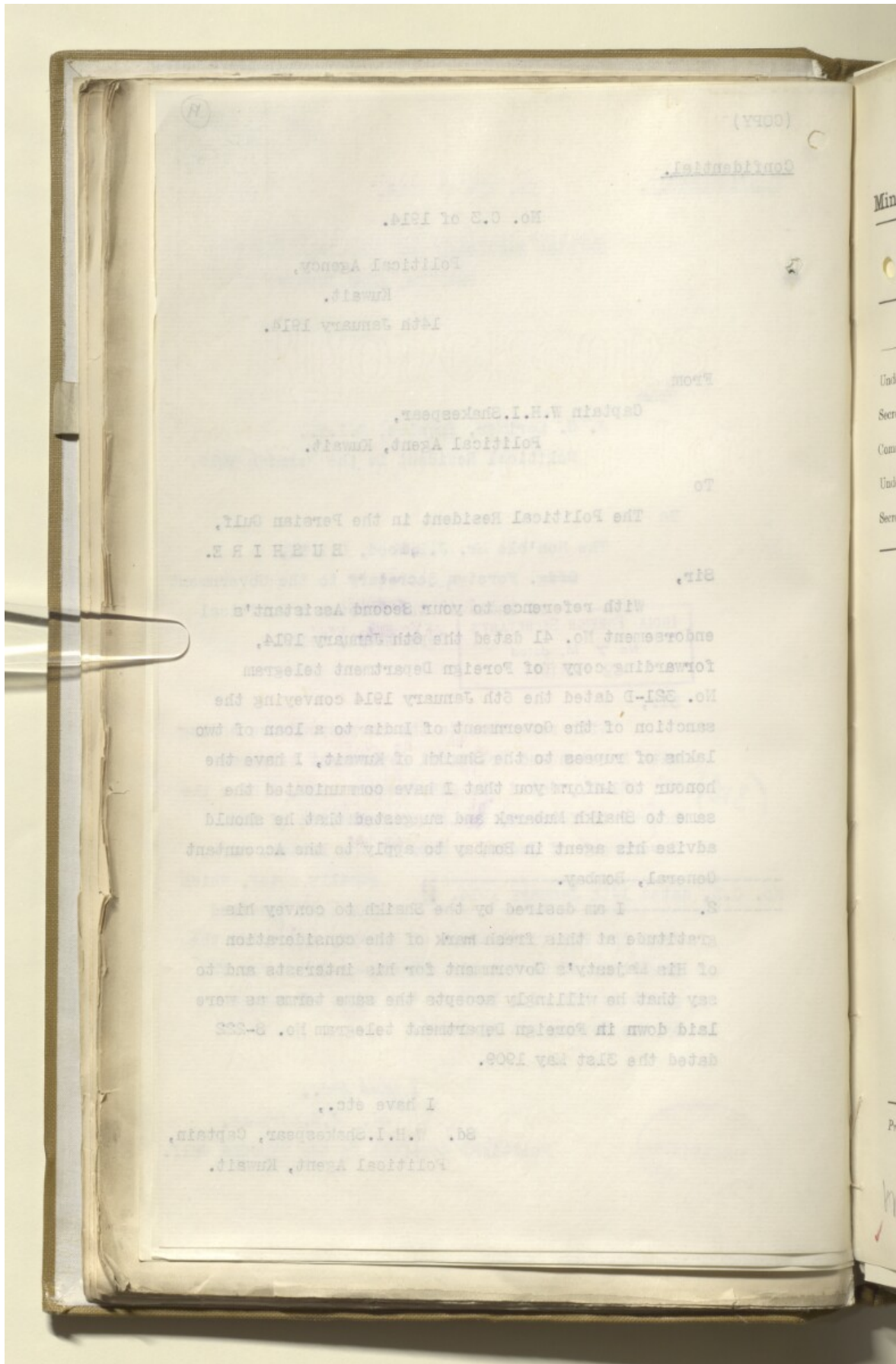
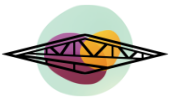
With reference to your Second Assistant's endorsement No. 41 dated the 6th January 1914, forwarding copy of Foreign Department telegram No. 321-D dated the 6th January 1914 conveying the sanction of the Government of India to a loan of two lakhs of rupees to the Shaikh of Kuwait, I have the honour to inform you that I have communicated the same to Shaikh Mubarak and suggested that he should advise his agent in Bombay to apply to the Accountant General, Bombay.

2. I am desired by the Shaikh to convey his gratitude at this fresh mark of the consideration of His Majesty's Government for his interests and to say that he willingly accepts the same terms as were laid down in Foreign Department telegram No. S-222 dated the 31st May 1909.

I have etc.,

Sd. W.H.I. Shakespear, Captain,
Political Agent, Kuwait.

3

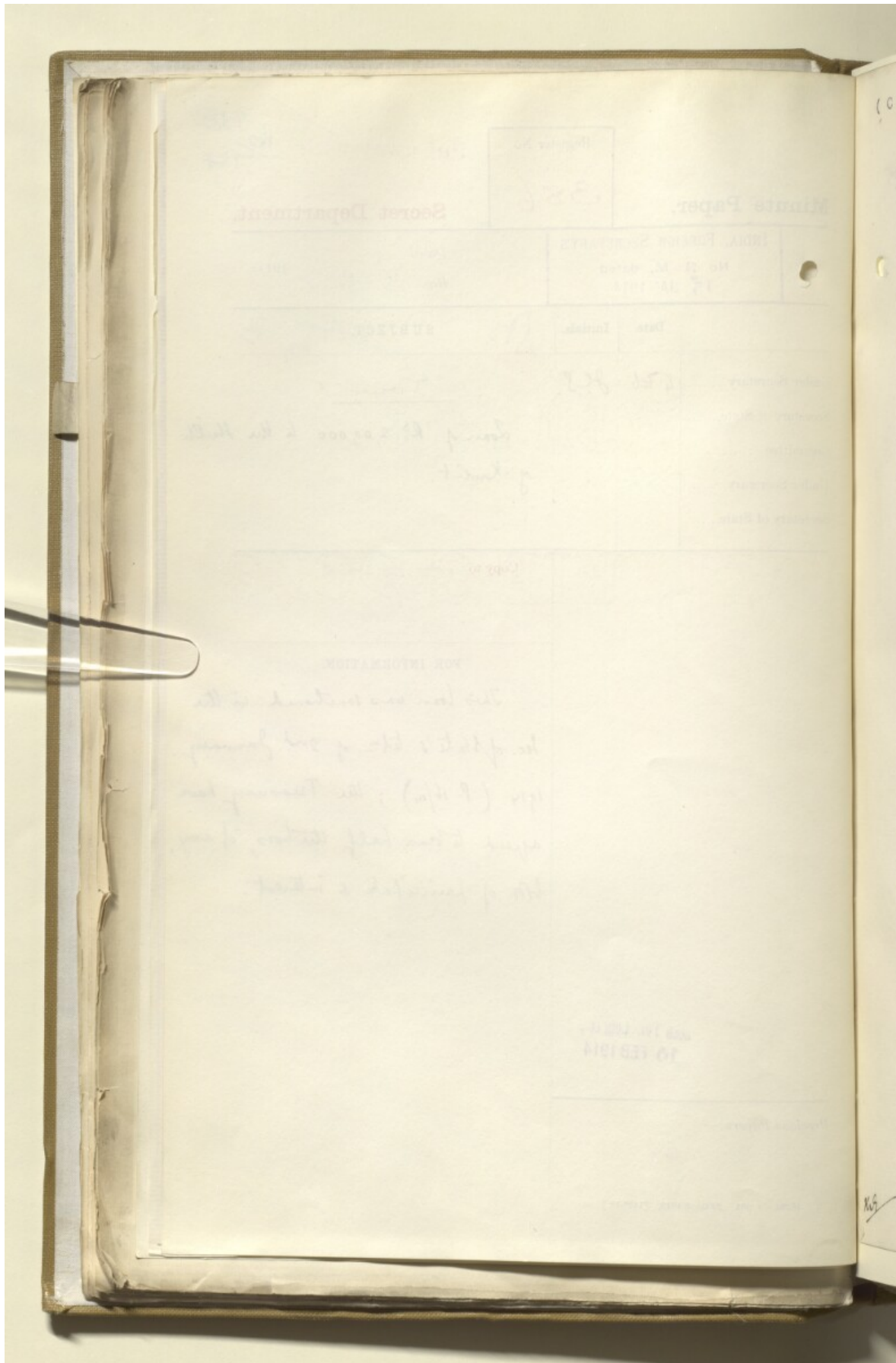




Minute Paper.		Register No. 386	Put away with 16/14
INDIA, FOREIGN SECRETARY'S No 3 M, dated 15 JAN 1914		Dated Rec. 31 Aug 1914	
	Date.	Initials.	SUBJECT
Under Secretary.....	4 Feb.	J.C.S.	<u>Koweit</u> Loan of Rs 2,00,000 to the Sheikh of Koweit.
Secretary of State.....			
Committee.....	5	J.W.H.	
Under Secretary.....			
Secretary of State.....			
			Copy to 20. 2 Feb.
FOR INFORMATION.			
This loan was sanctioned in the Sec. of State's let ^m of 2nd January 1914 (P. 16/14) ; the Treasury have agreed to bear half the loss, if any, both of principal & interest.			
See also P.O. 10011 CC., 10 FEB 1914			
Previous Papers :— 196			
15294. 1. 894. 2000.—6/1913. [1436/12.]			

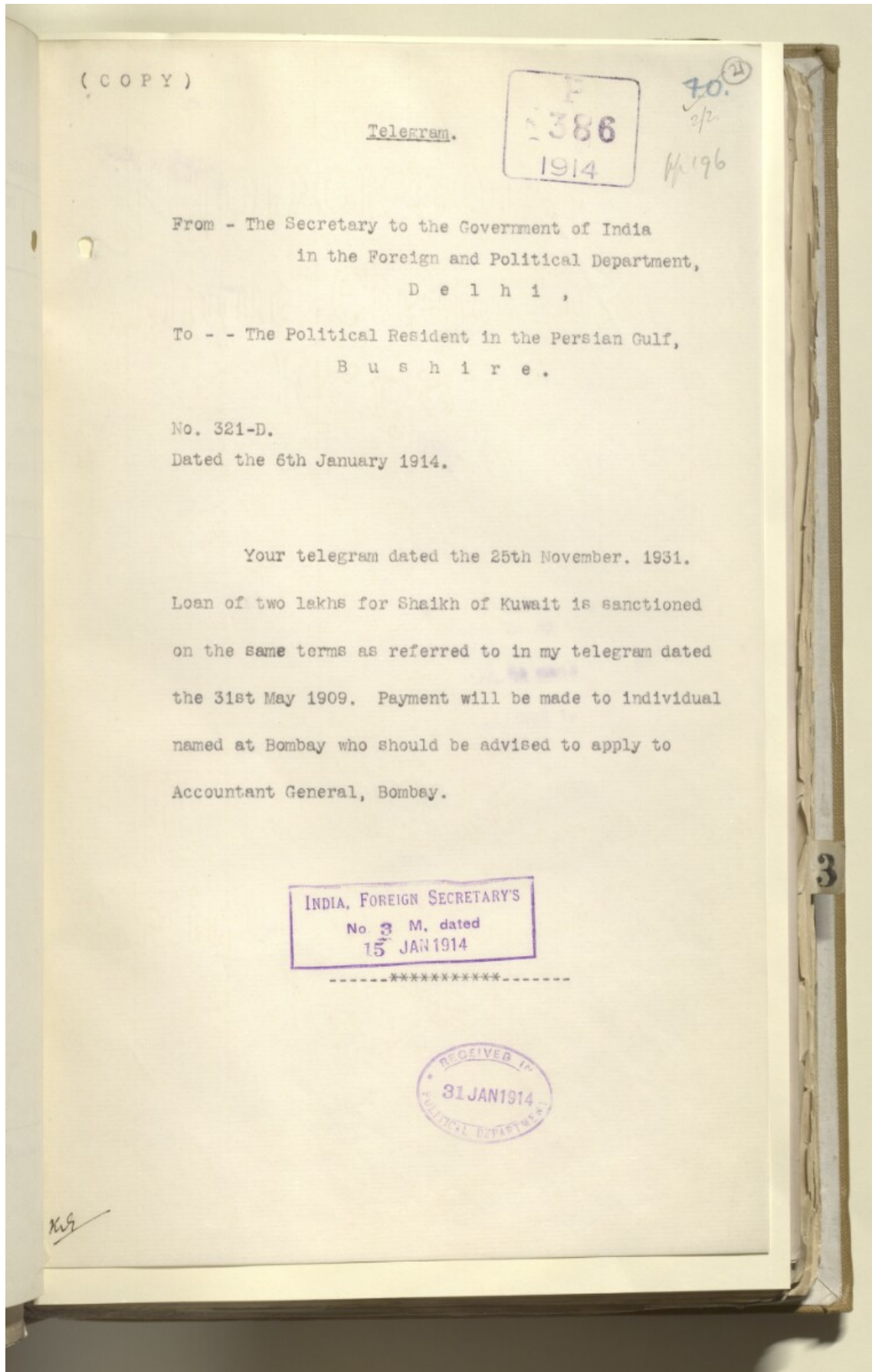


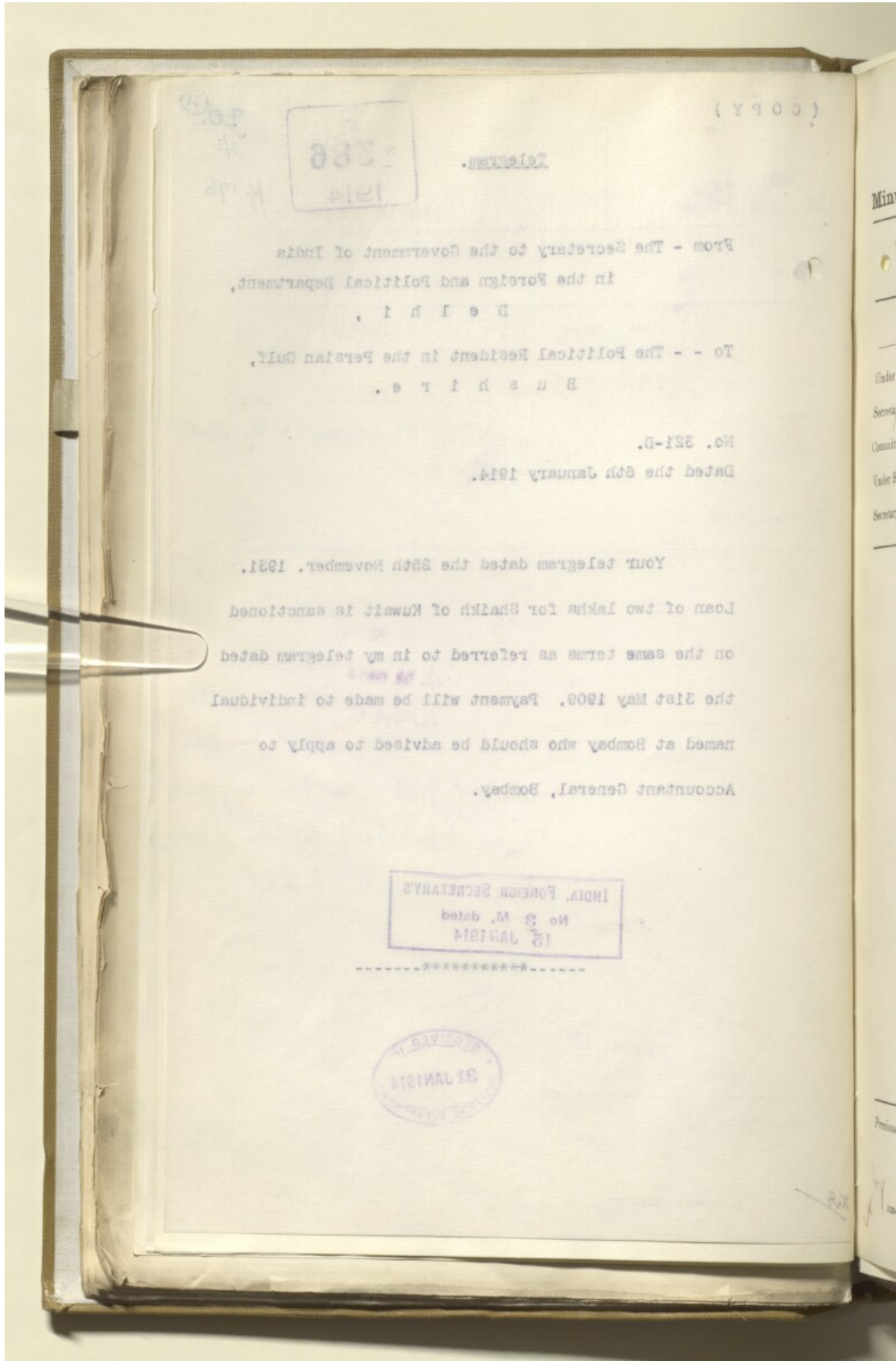
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٢٠ ظ] (٢٤٢/٤٠)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٢١ و] (٢٤٢/٤١)







ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٢٢ و] (٢٤٢/٤٣)

Register No. **196** Put away with **16** **14**

Minute Paper. **Secret Department.**

INDIA, FOREIGN SECRETARY'S
No **1** M, dated **1 JAN 1914**

Dated **1914.**
Rec. **17 Jan.**

	Date.	Initials.	SUBJECT.
Under Secretary.....	22 Jan	AK	Koweit
Secretary of State.....			
Committee.....	22	J.W.H	The Sheikh's request for a loan of two lakhs.
Under Secretary.....			
Secretary of State.....			

Copy to **Do. 19 Jan.**

FOR INFORMATION.

It is to be hoped that the Sheikh got it in time. On 11th Nov. Pol. Agent wrote that to be of any real use it must be available at latest within a month. The G. of I. addressed S. of S. on 11th Dec., & the sanction of H. M. G. was telegraphed on 2nd Jan.

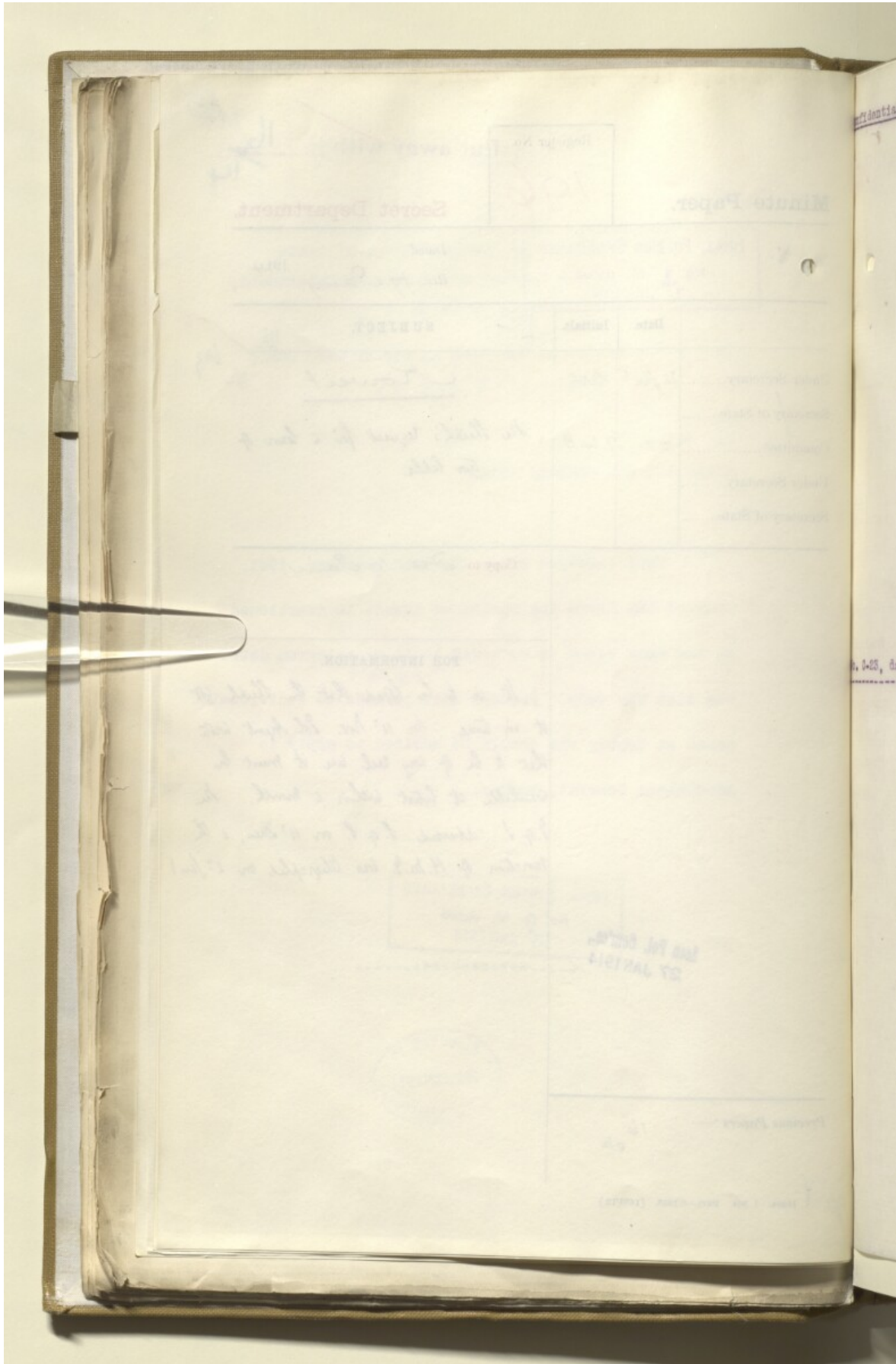
Seen Pol. Com'ee.,
27 JAN 1914

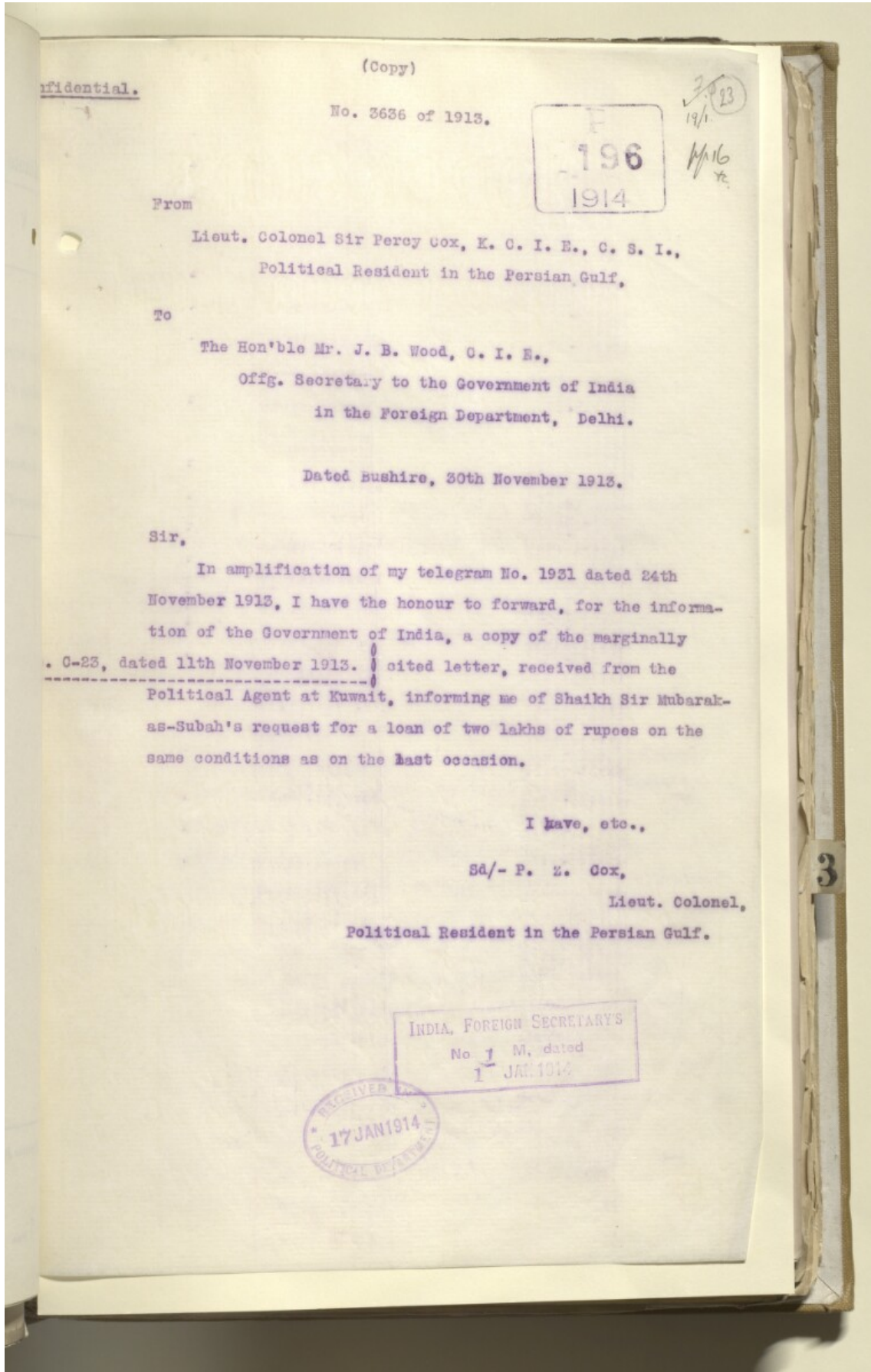
Previous Papers:— **16** etc

15294. 1. 864. 2000.—6/1913. [1486/12.]



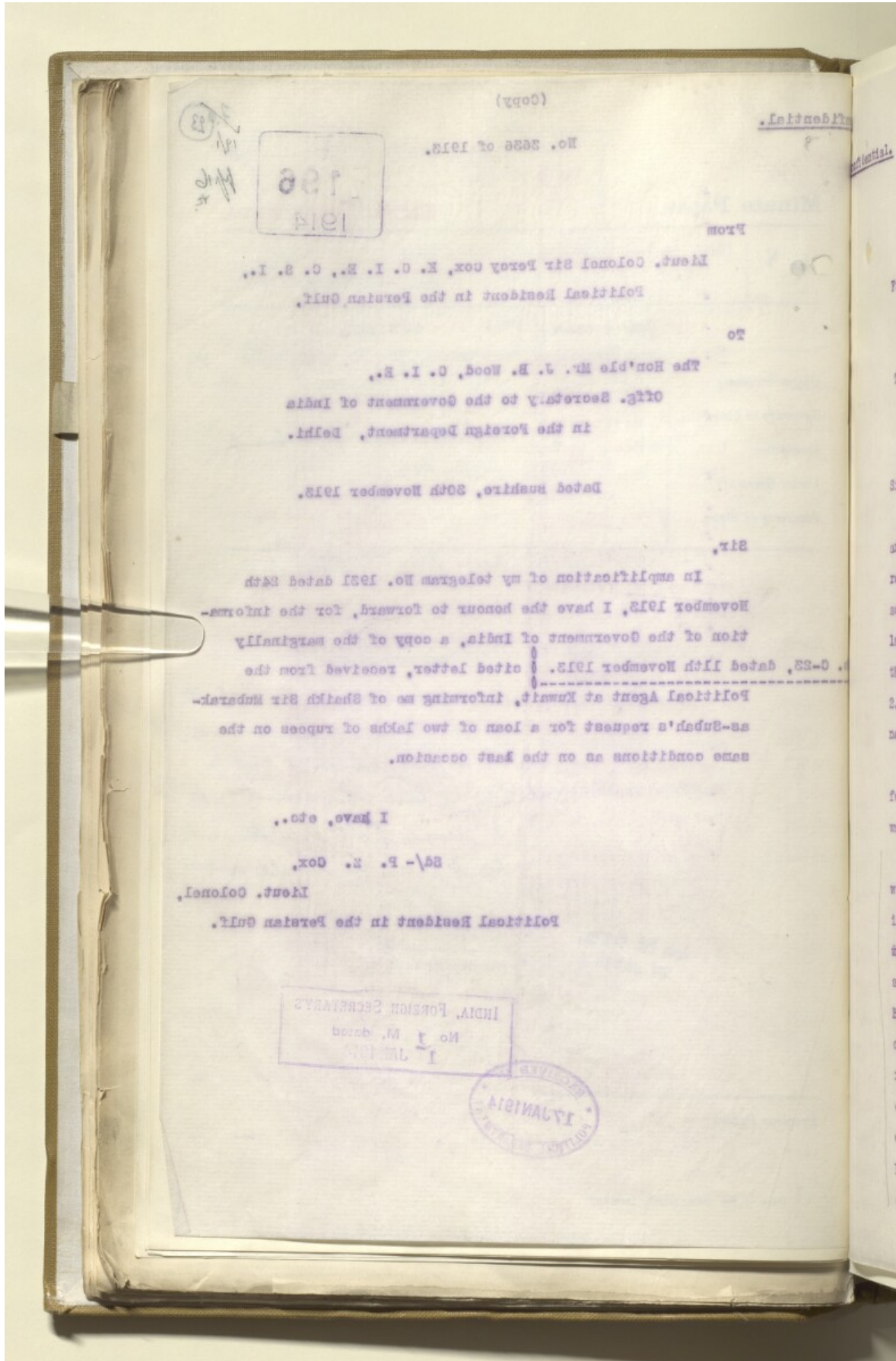
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٢٢ ظ] (٢٤٢/٤٤)

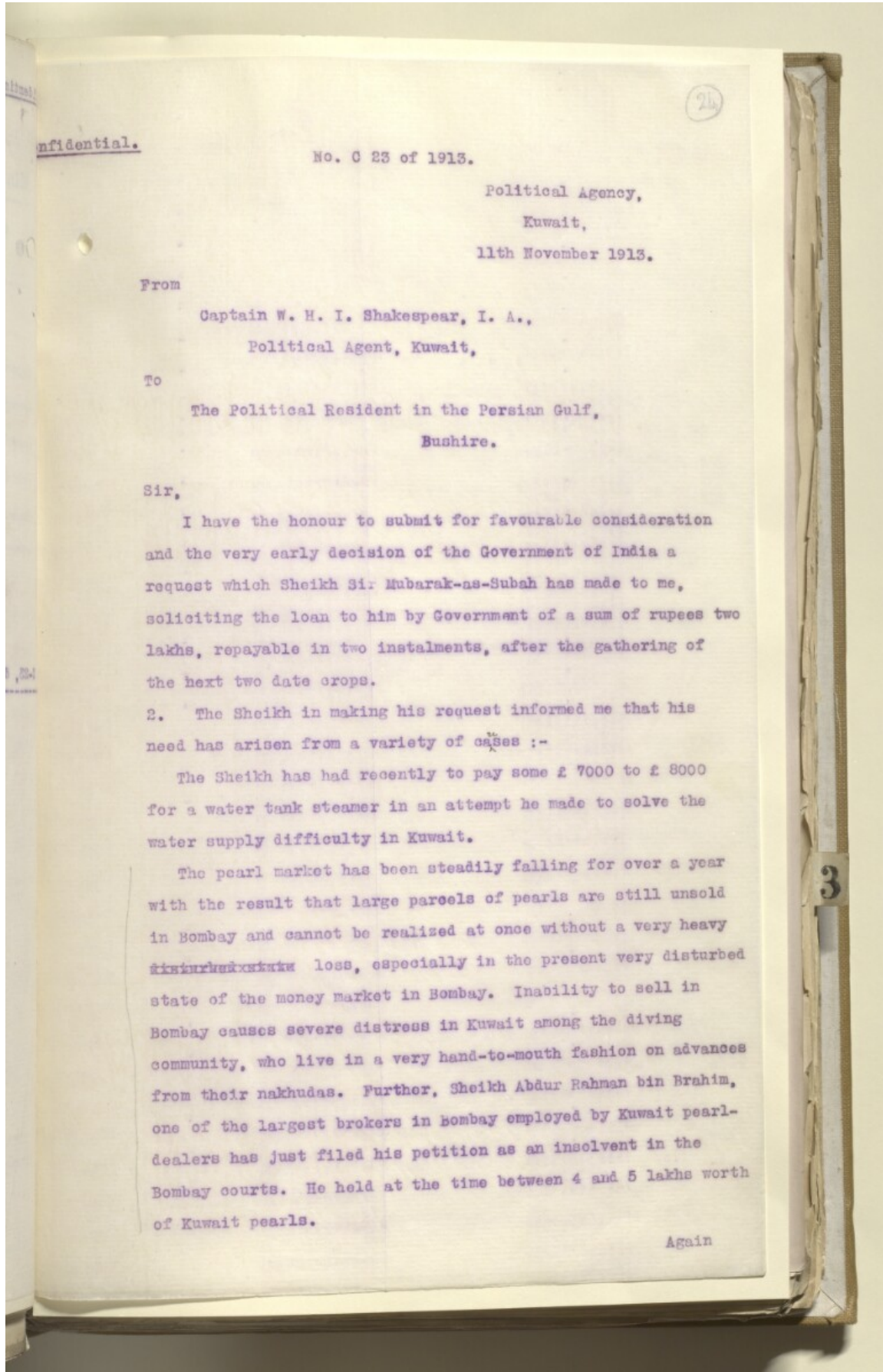






ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٢٣ ظ] (٢٤٢/٤٦)





Confidential.

No. C 23 of 1913.

Political Agency,

Kuwait,

11th November 1913.

From

Captain W. H. I. Shakespear, I. A.,

Political Agent, Kuwait,

To

The Political Resident in the Persian Gulf,

Bushire.

Sir,

I have the honour to submit for favourable consideration and the very early decision of the Government of India a request which Sheikh Sir Mubarak-as-Subah has made to me, soliciting the loan to him by Government of a sum of rupees two lakhs, repayable in two instalments, after the gathering of the next two date crops.

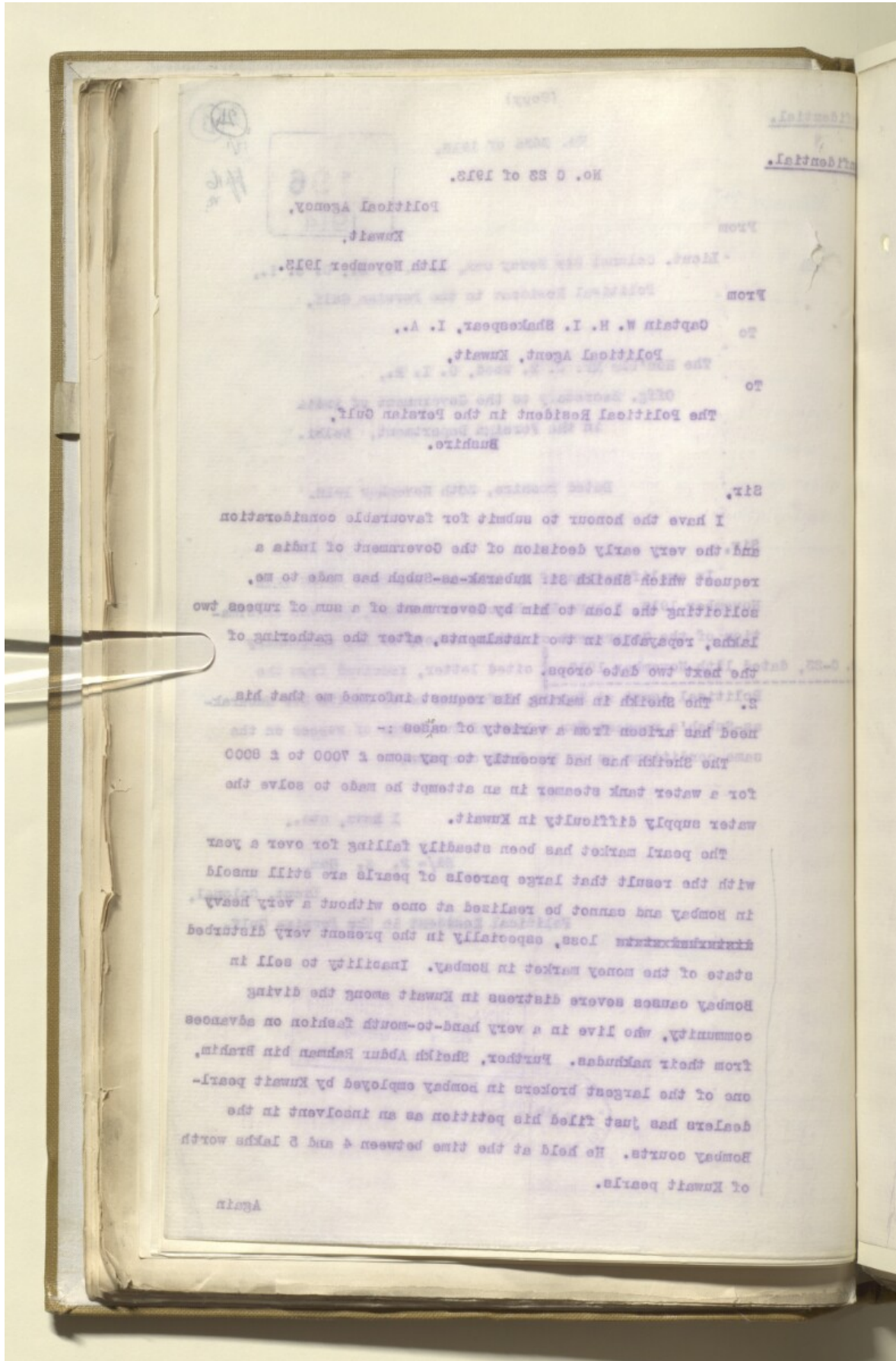
2. The Sheikh in making his request informed me that his need has arisen from a variety of cases :-

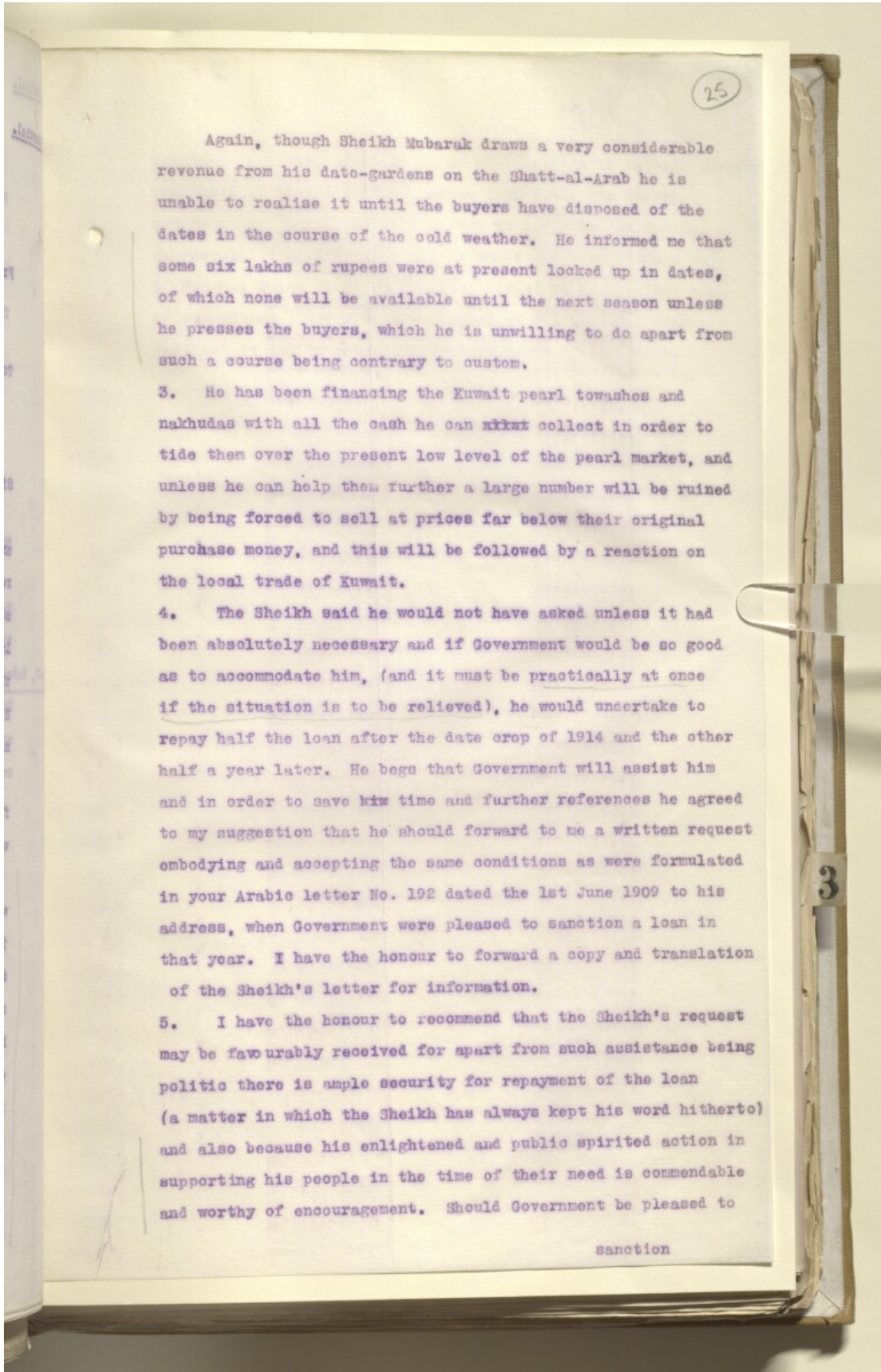
The Sheikh has had recently to pay some £ 7000 to £ 8000 for a water tank steamer in an attempt he made to solve the water supply difficulty in Kuwait.

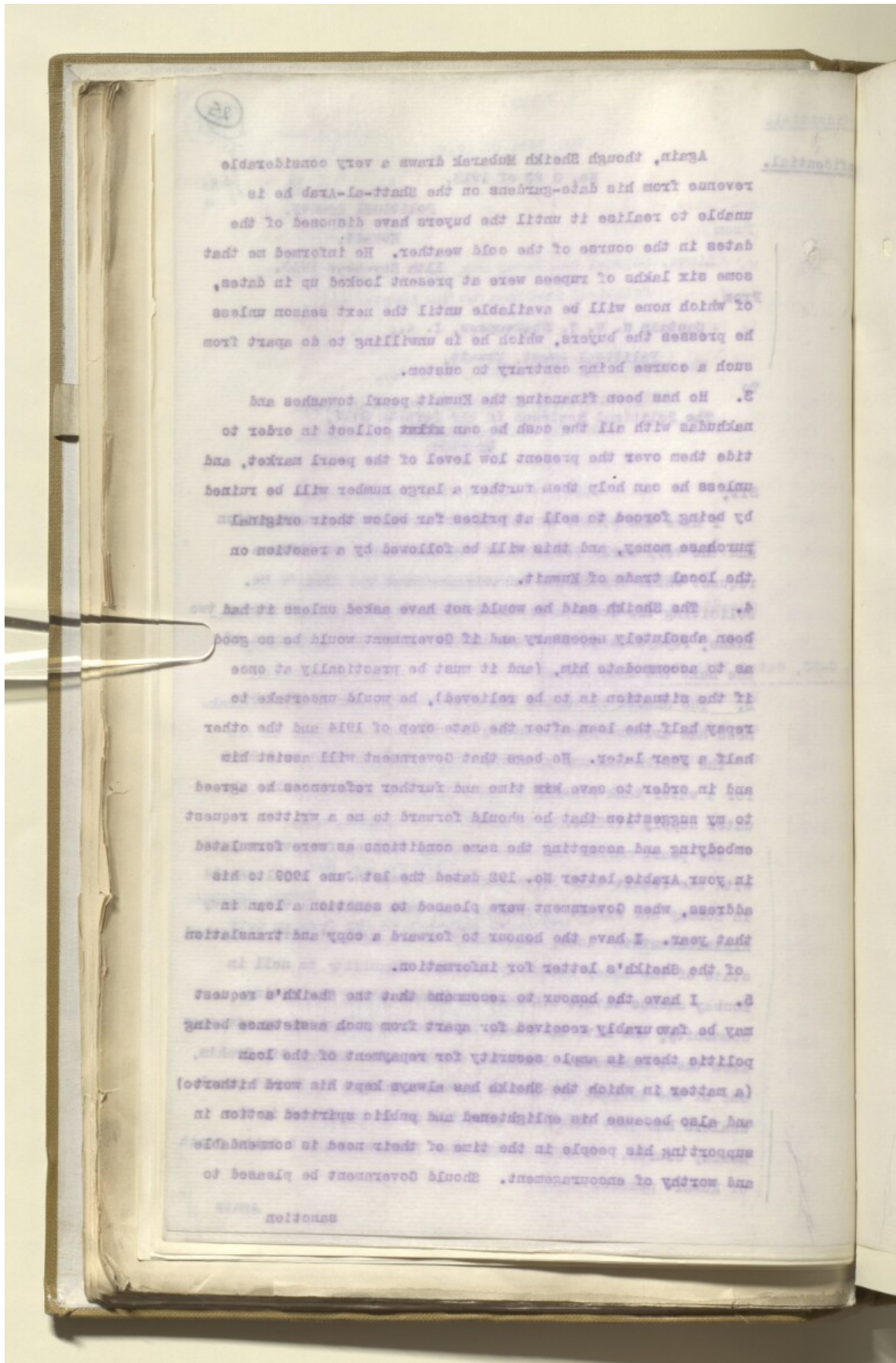
The pearl market has been steadily falling for over a year with the result that large parcels of pearls are still unsold in Bombay and cannot be realized at once without a very heavy ~~financial~~ loss, especially in the present very disturbed state of the money market in Bombay. Inability to sell in Bombay causes severe distress in Kuwait among the diving community, who live in a very hand-to-mouth fashion on advances from their nakhudas. Further, Sheikh Abdur Rahman bin Brahim, one of the largest brokers in Bombay employed by Kuwait pearl-dealers has just filed his petition as an insolvent in the Bombay courts. He held at the time between 4 and 5 lakhs worth of Kuwait pearls.

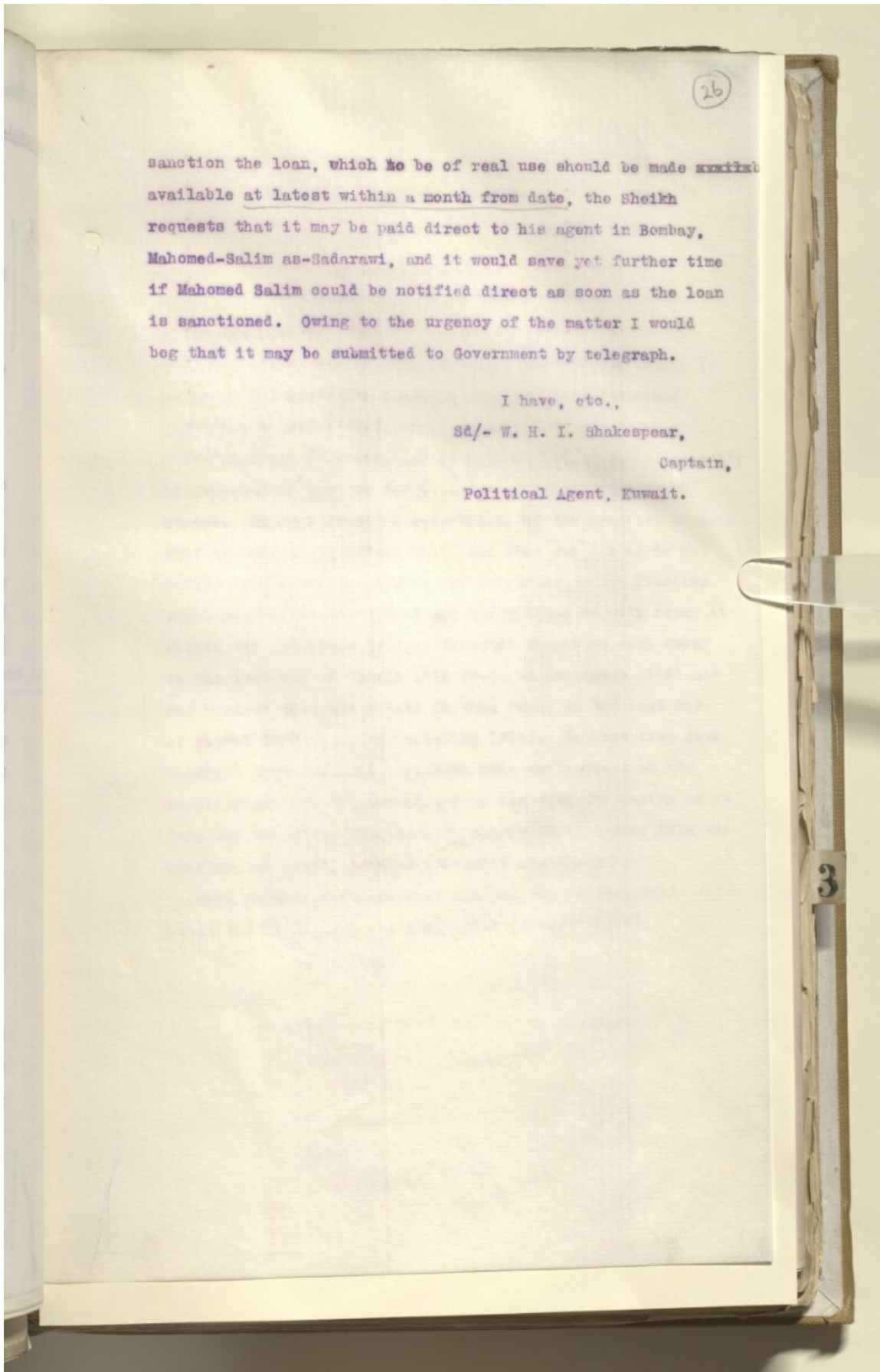
Again

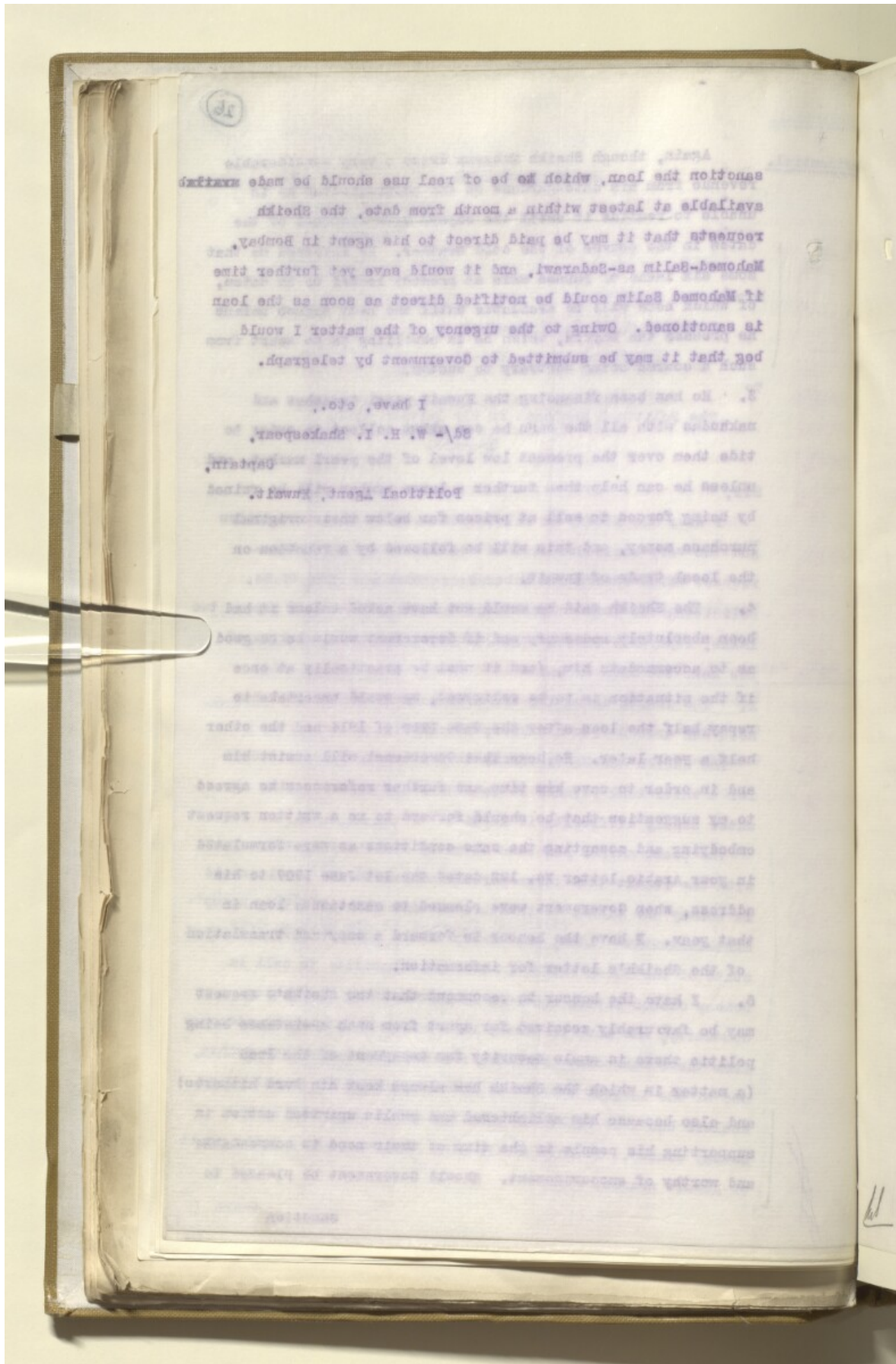
3













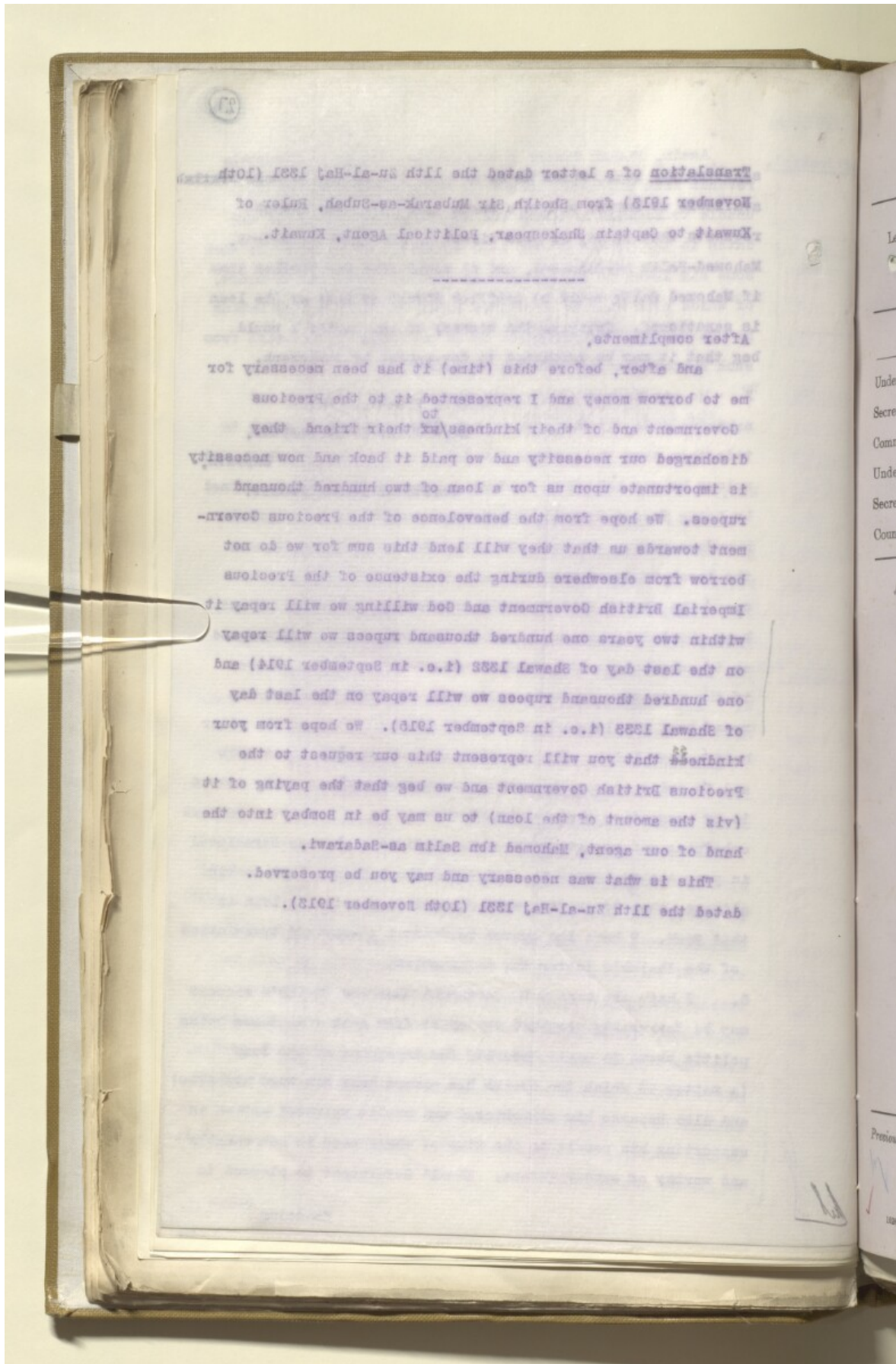
(27)
Translation of a letter dated the 11th Zu-al-Haj 1331 (10th November 1913) from Sheikh Sir Mubarak-as-Subah, Ruler of Kuwait to Captain Shakespear, Political Agent, Kuwait.

After compliments,

and after, before this (time) it has been necessary for me to borrow money and I represented it to the Precious Government and of their kindness/^{to} their friend they discharged our necessity and we paid it back and now necessity is importunate upon us for a loan of two hundred thousand rupees. We hope from the benevolence of the Precious Government towards us that they will lend this sum for we do not borrow from elsewhere during the existence of the Precious Imperial British Government and God willing we will repay it within two years one hundred thousand rupees we will repay on the last day of Shawal 1332 (i.e. in September 1914) and one hundred thousand rupees we will repay on the last day of Shawal 1333 (i.e. in September 1915). We hope from your kindness^{ss} that you will represent this our request to the Precious British Government and we beg that the paying of it (viz the amount of the loan) to us may be in Bombay into the hand of our agent, Mahomed ibn Salim as-Sadarawi.

This is what was necessary and may you be preserved.
dated the 11th Zu-al-Haj 1331 (10th November 1913).

3





(28)

Register No. **16** Political Department.

Letter from *FO. 58730* Dated *1 Jan. 1914*
 Rec. *29*
 Formally acknowledged *23*

	Date.	Initials.	SUBJECT.
Under Secretary.....	<i>2 Jan</i>	<i>AB</i>	<i>Koweit</i>
Secretary of State.....			<i>Proposed loan to Sheikh.</i>
Committee.....			<i>Treasury agree to her help of possible</i>
Under Secretary.....			<i>loss.</i>
Secretary of State.....			
Council.....	<i>2</i>	<i>J.W.H.</i>	

Copy to *FO. of letter - 8 Jan. 14*
Indie & letter - 2 Jan. 14
23 " "

FOR USE BY DEPARTMENTS ONLY.
Off. telegram to S. & J. approving

2 Dec January 1914 - telegram to Viceroy

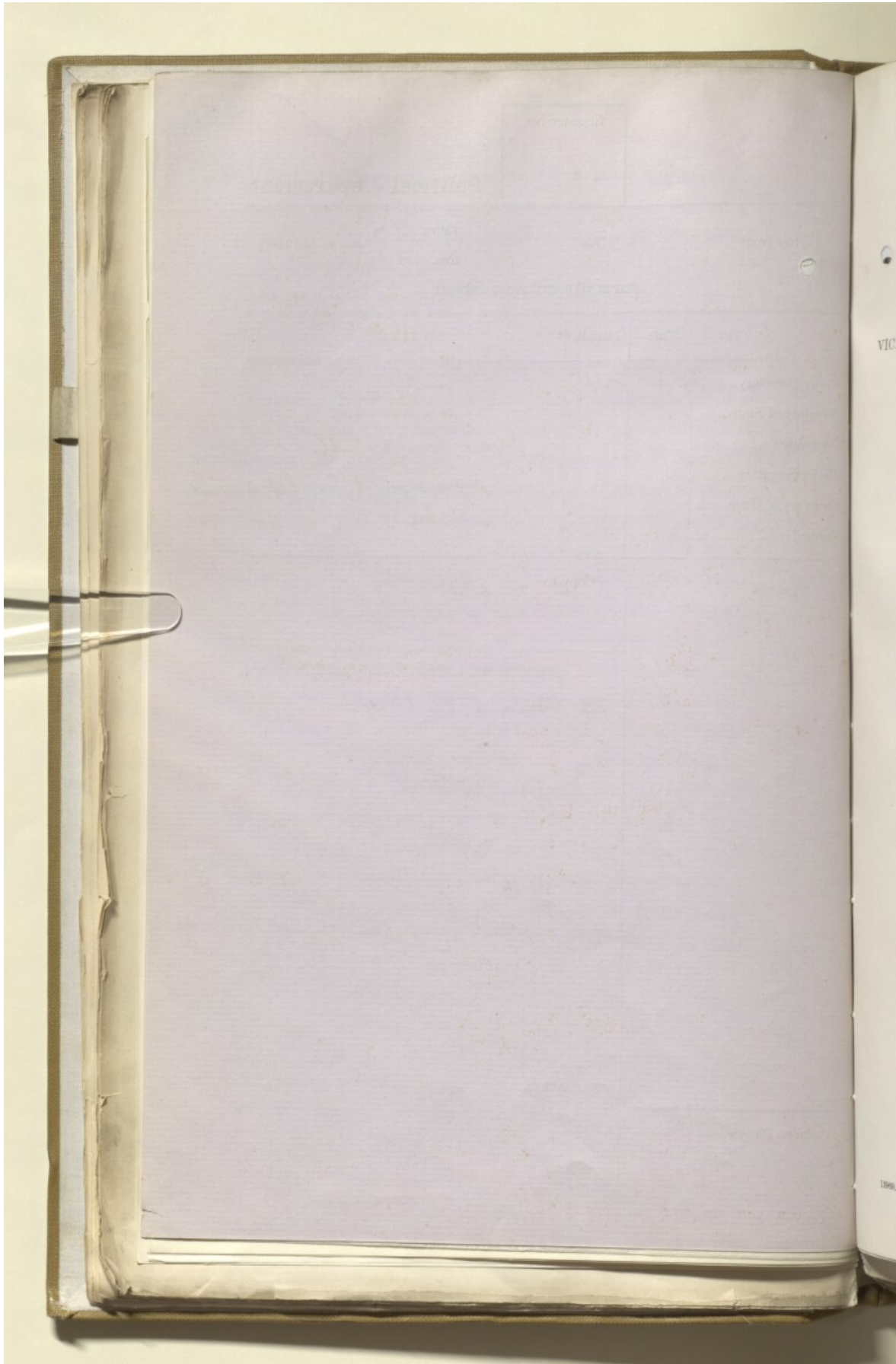
APPROVED COUNCIL
 10 JAN 1914
9 Jan - Letter to Treasury (from FO) Dec. 22 - added
23 " from " (to ") " 30 - "

Previous Papers:—
5008/13
et.

15267. L. 837. 1000.—6/1913.

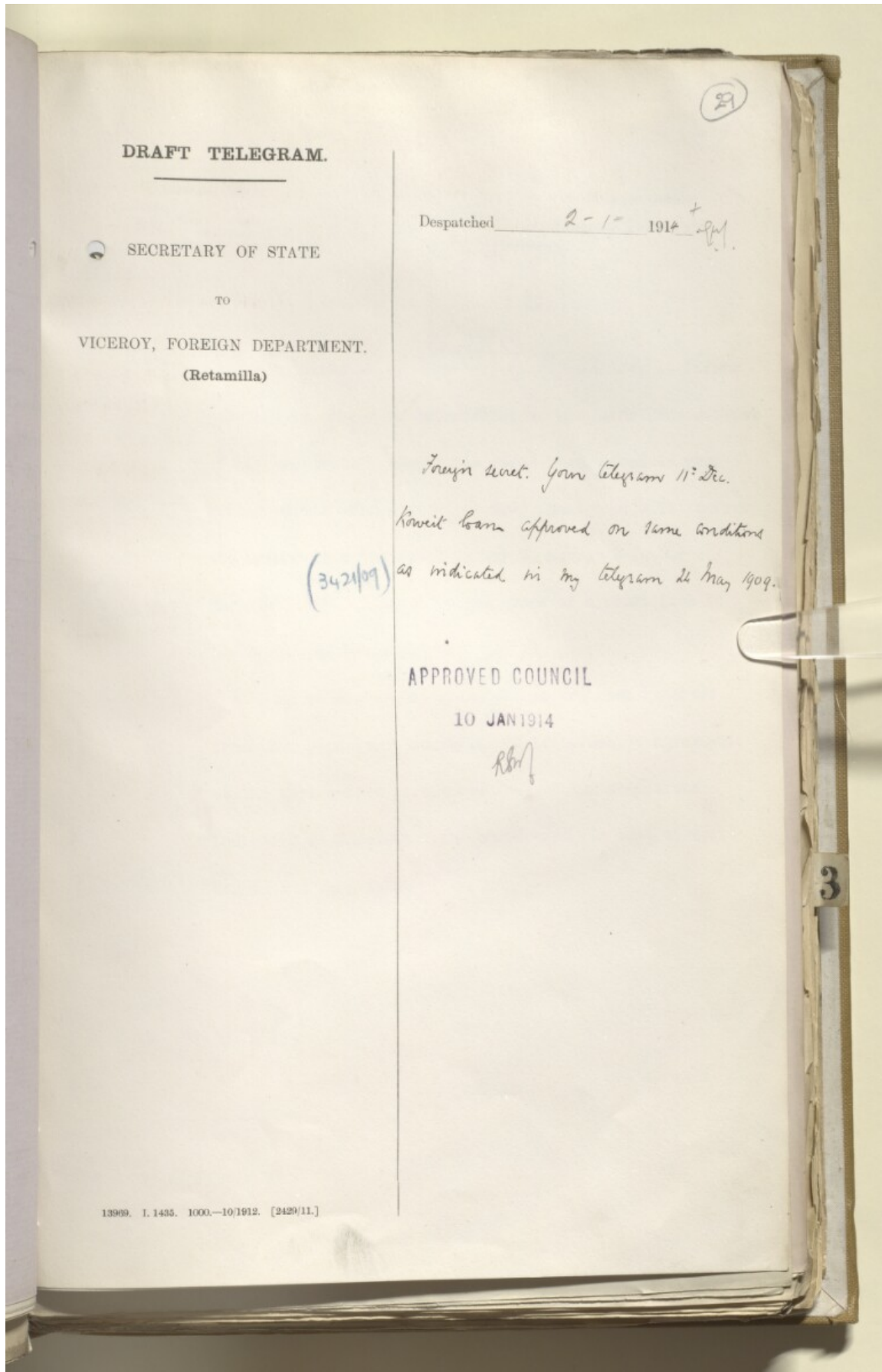


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٢٨ ظ] (٢٤٢/٥٦)



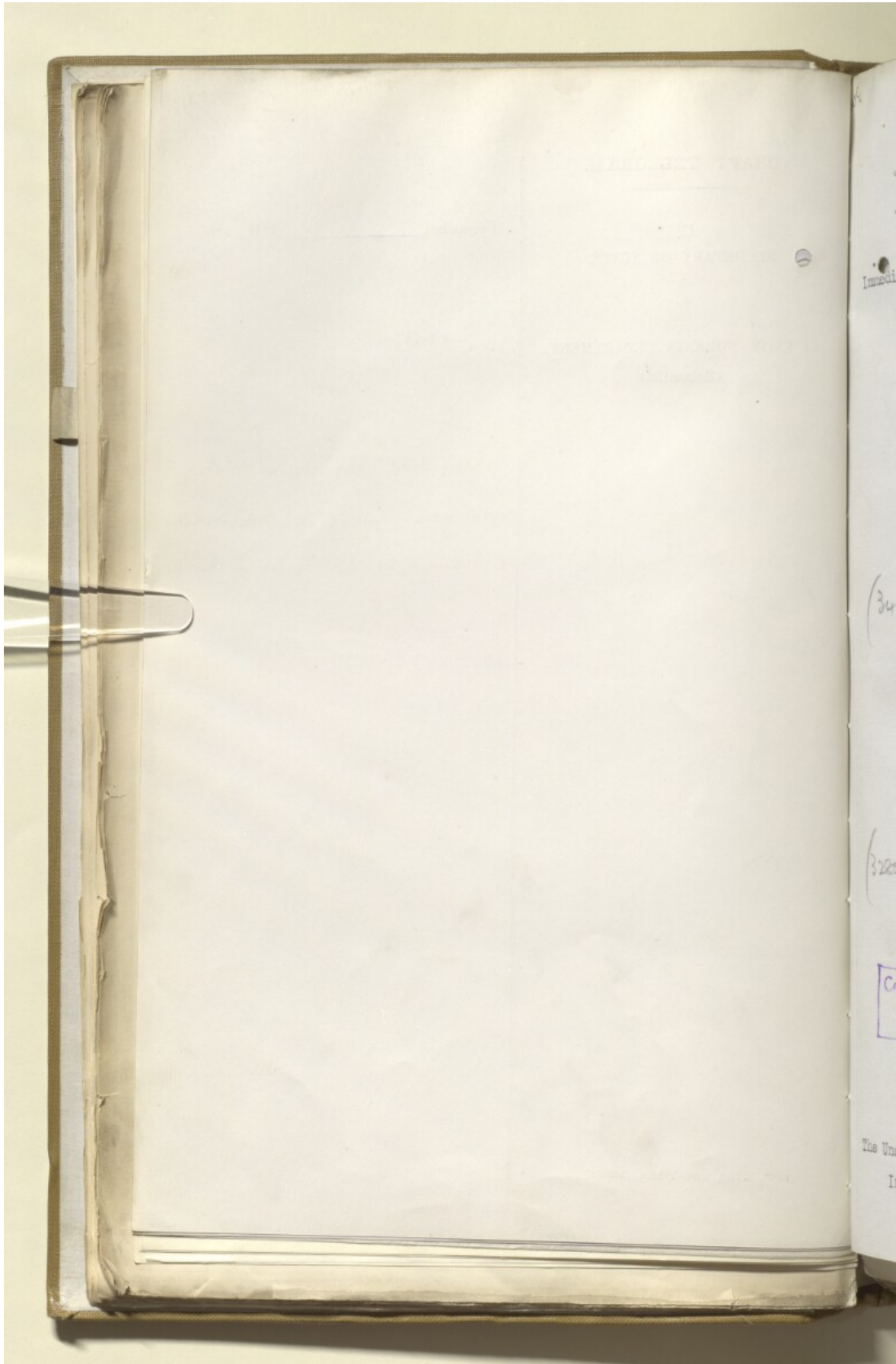


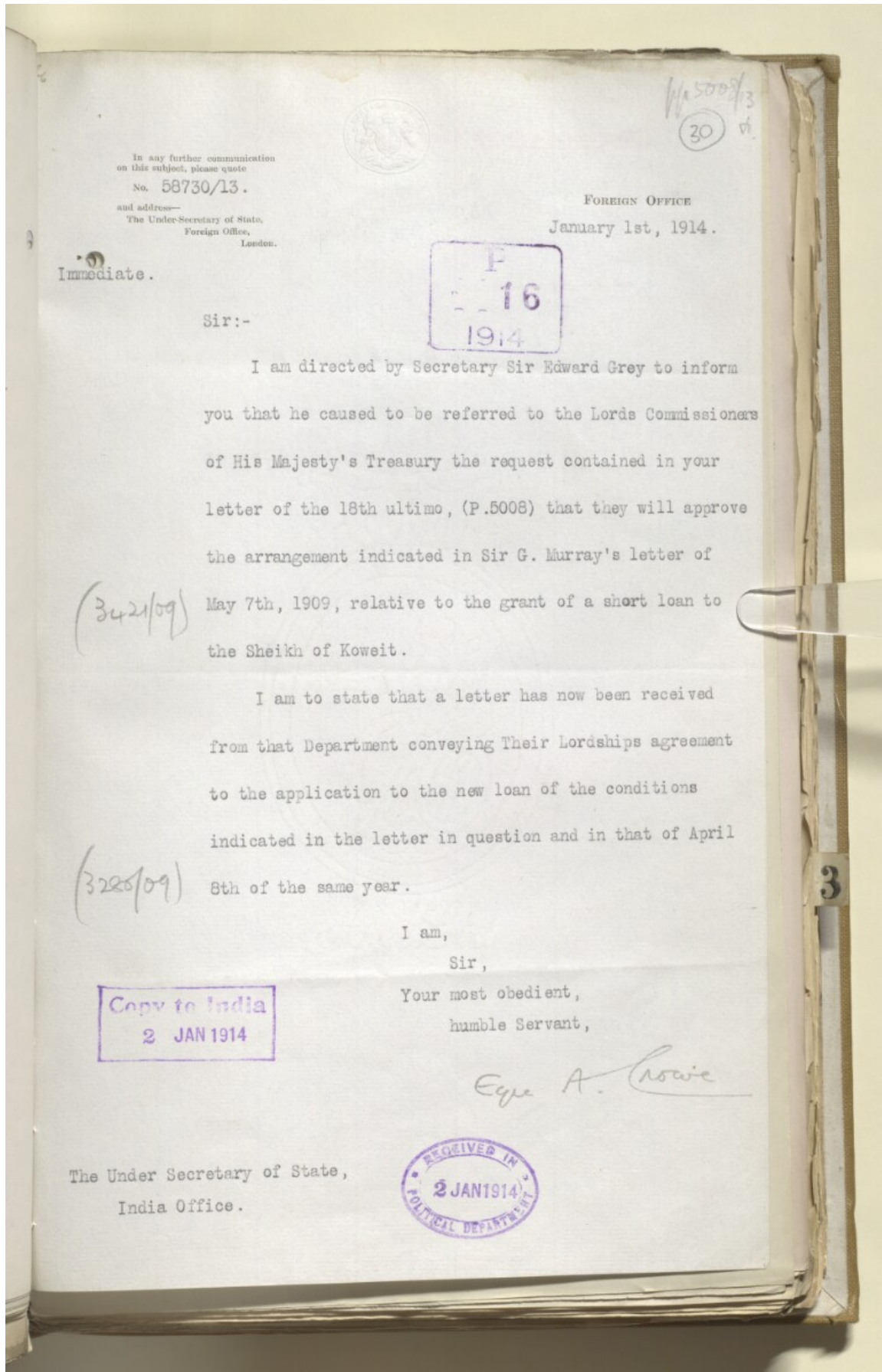
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٢٩ و] (٢٤٢/٥٧)





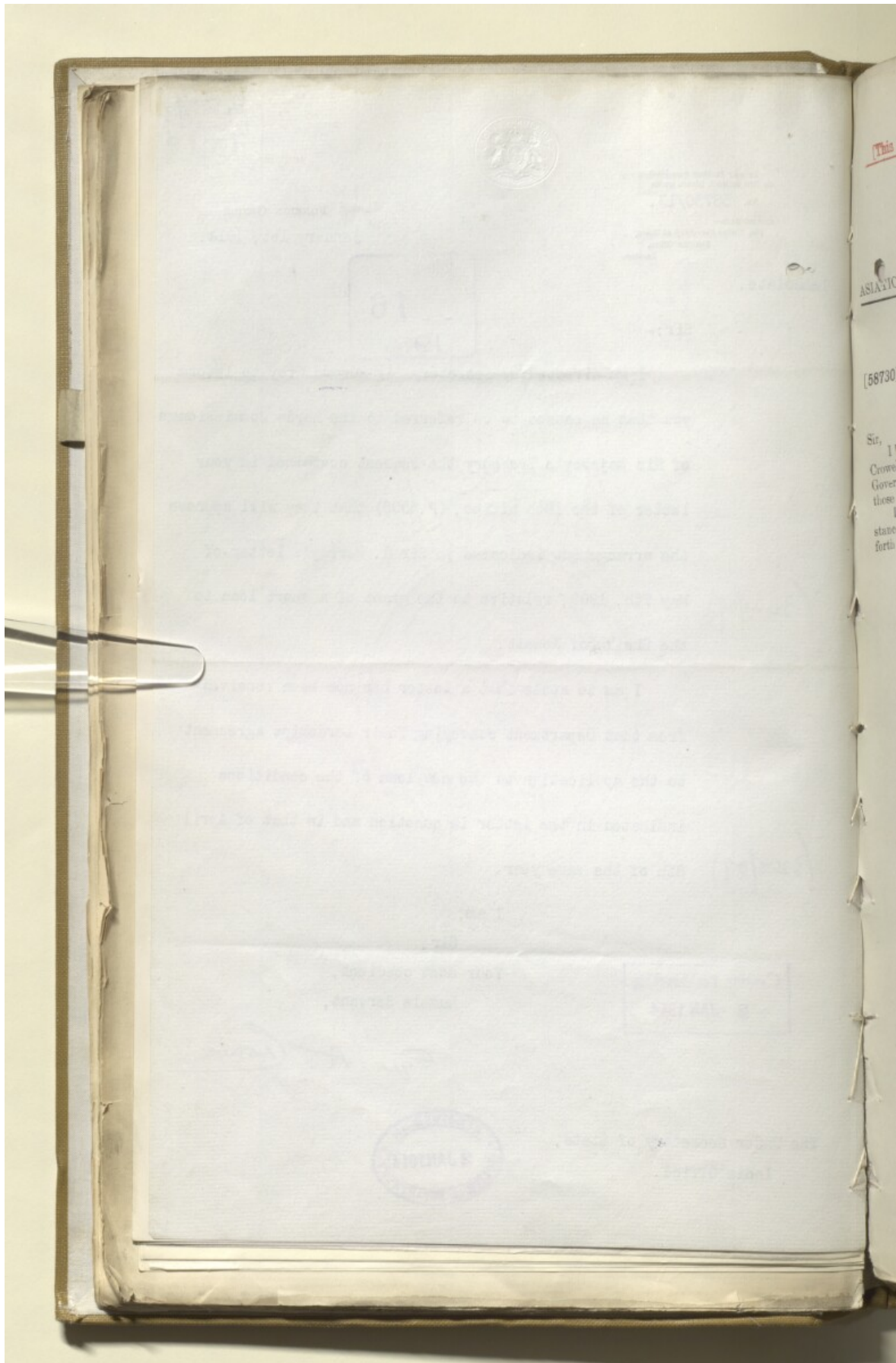
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٢٩ظ] (٢٤٢/٥٨)

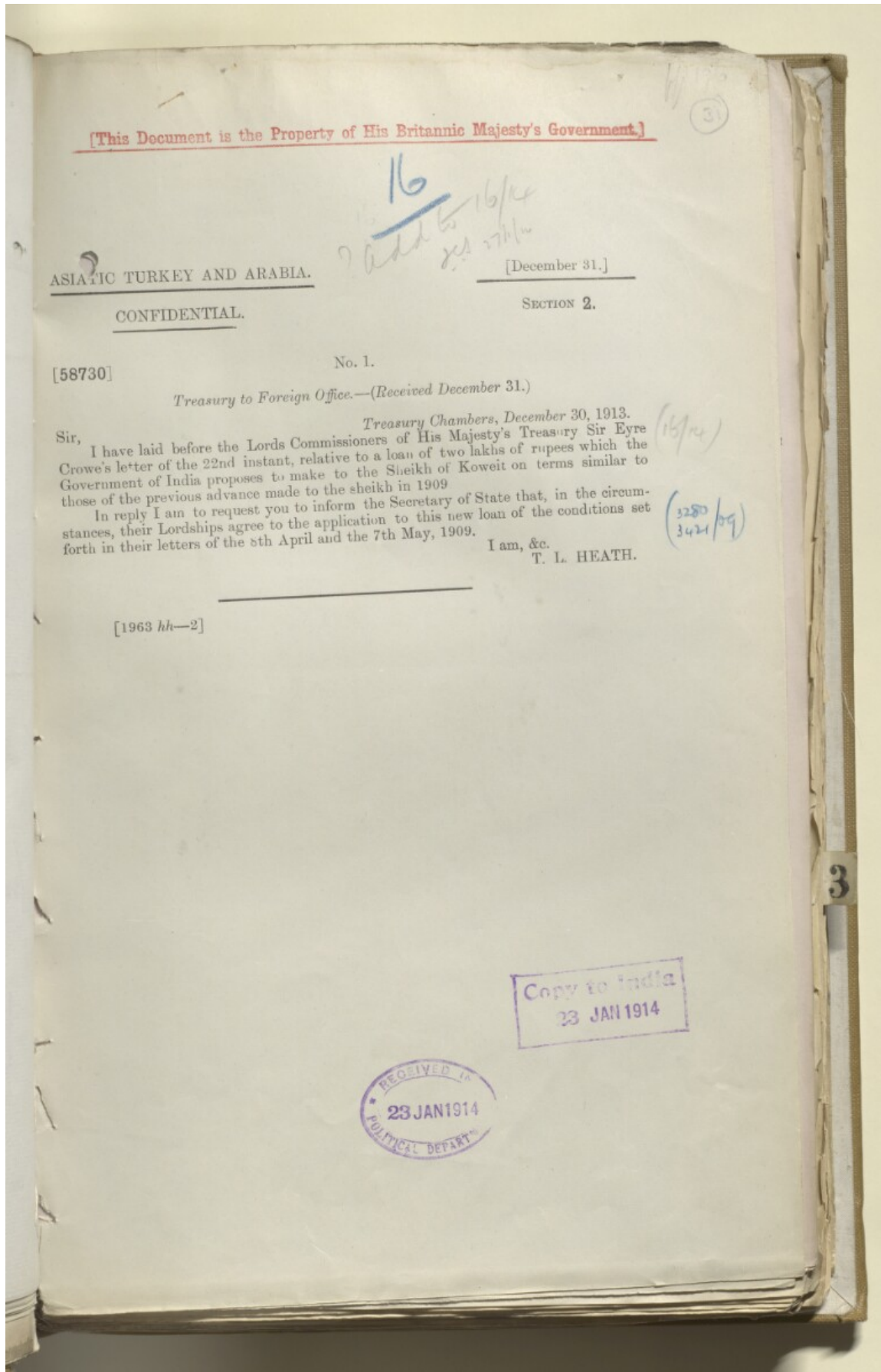






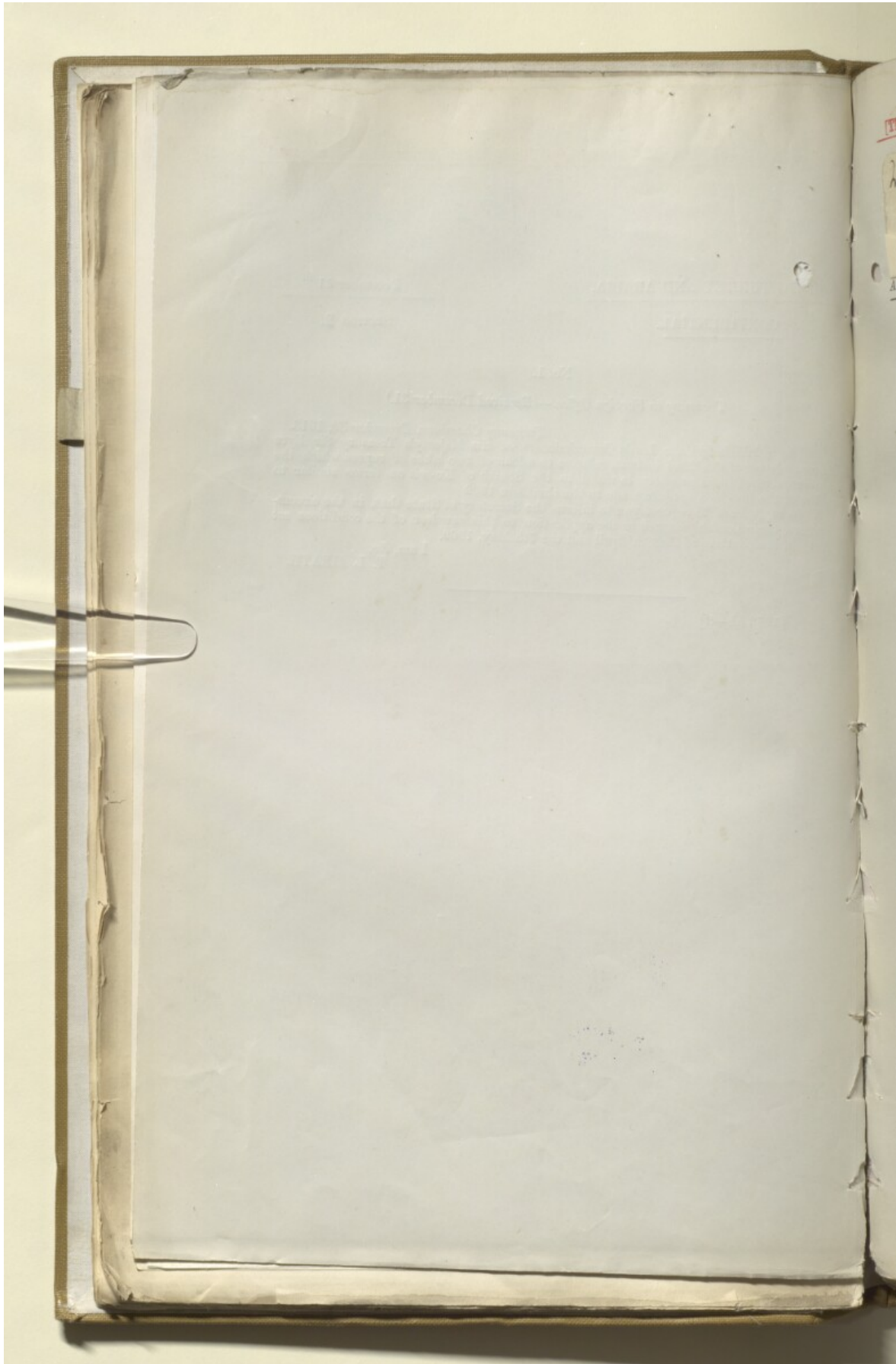
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٣٠ظ] (٢٤٢/٦٠)

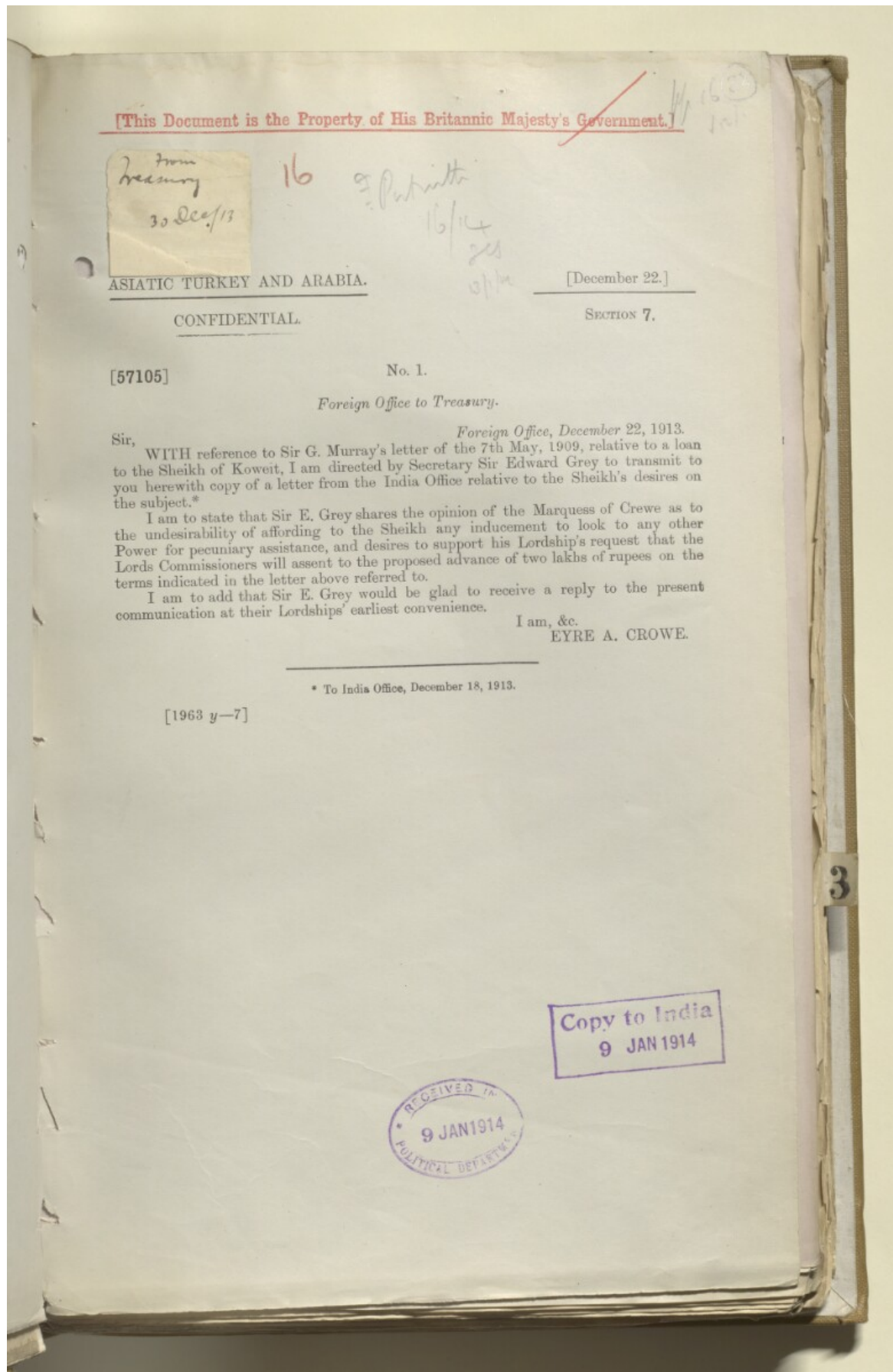






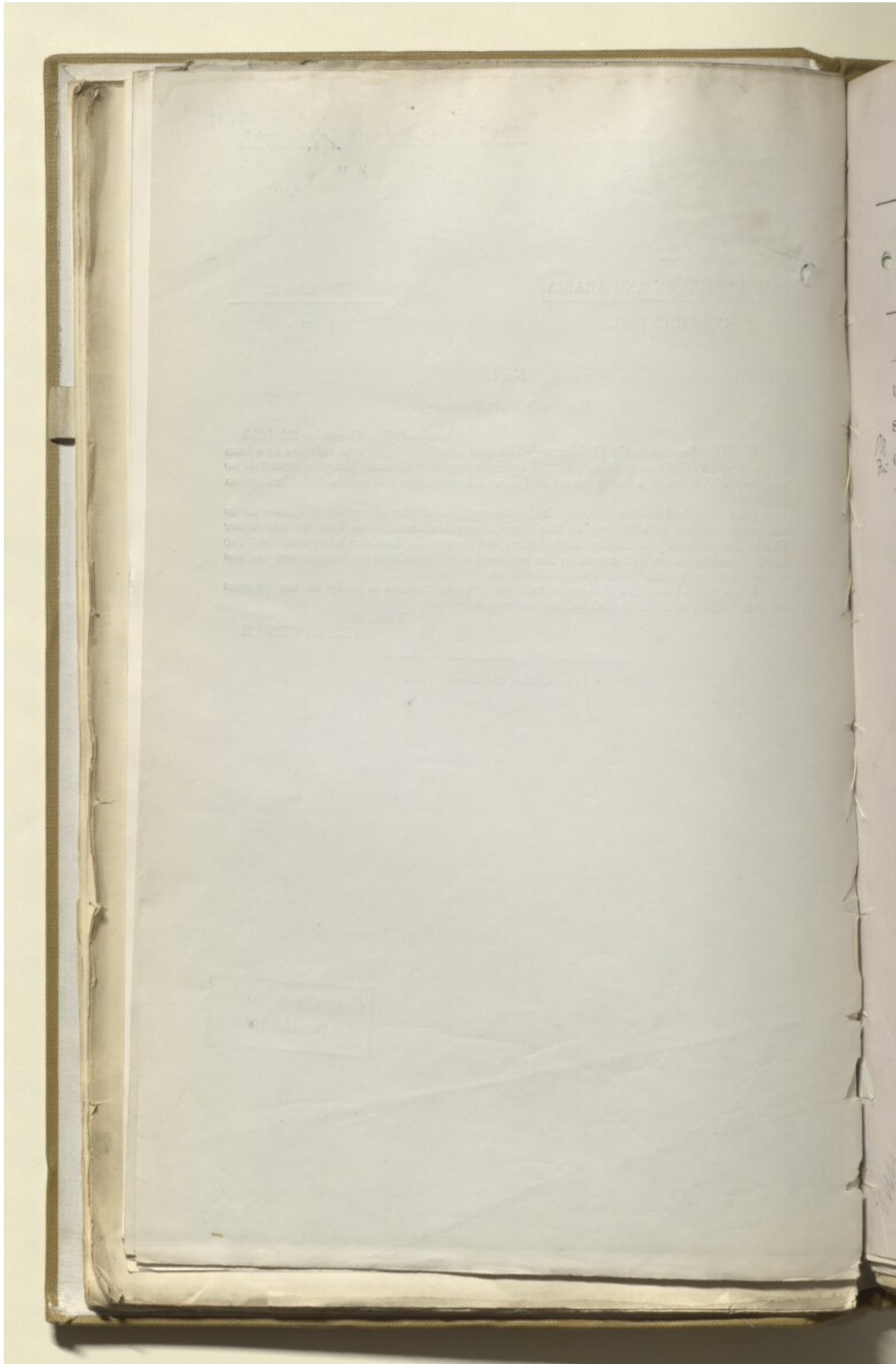
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٣١ظ] (٢٤٢/٦٢)







ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٣٢ ظ] (٢٤٢/٦٤)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٣٣و] (٢٤٢/٦٥)

Register No. **5008** Put away with **16/14** (33)

Political Secret Department.

Telegram Letter from *Viceroy* Dated } 11 Dec. 1913. Rec. }

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	13 Dec.	<i>Atk</i>	<i>Council</i>
Secretary of State.....	13	<i>D. W. H.</i>	<i>Govt of India recommend loan of two lakhs</i>
<i>13</i> Committee.....	13	<i>E.</i>	
Under Secretary.....	17	<i>FWH</i>	
Secretary of State.....	18	<i>D. W. H.</i>	
<i>General</i>			

Copy to India 19 December 1913.

Copy in which D. W. H.

FOR USE BY DEPARTMENTS ONLY.

Off. letter & D.O. asking that approval of Treasury may be obtained.

16 Dec 1913
Approved Political Committee

FINANCE COMMITTEE MAKE NO OBSERVATIONS
17 DEC. 1913

18 Dec 1913. Letter to D.O.

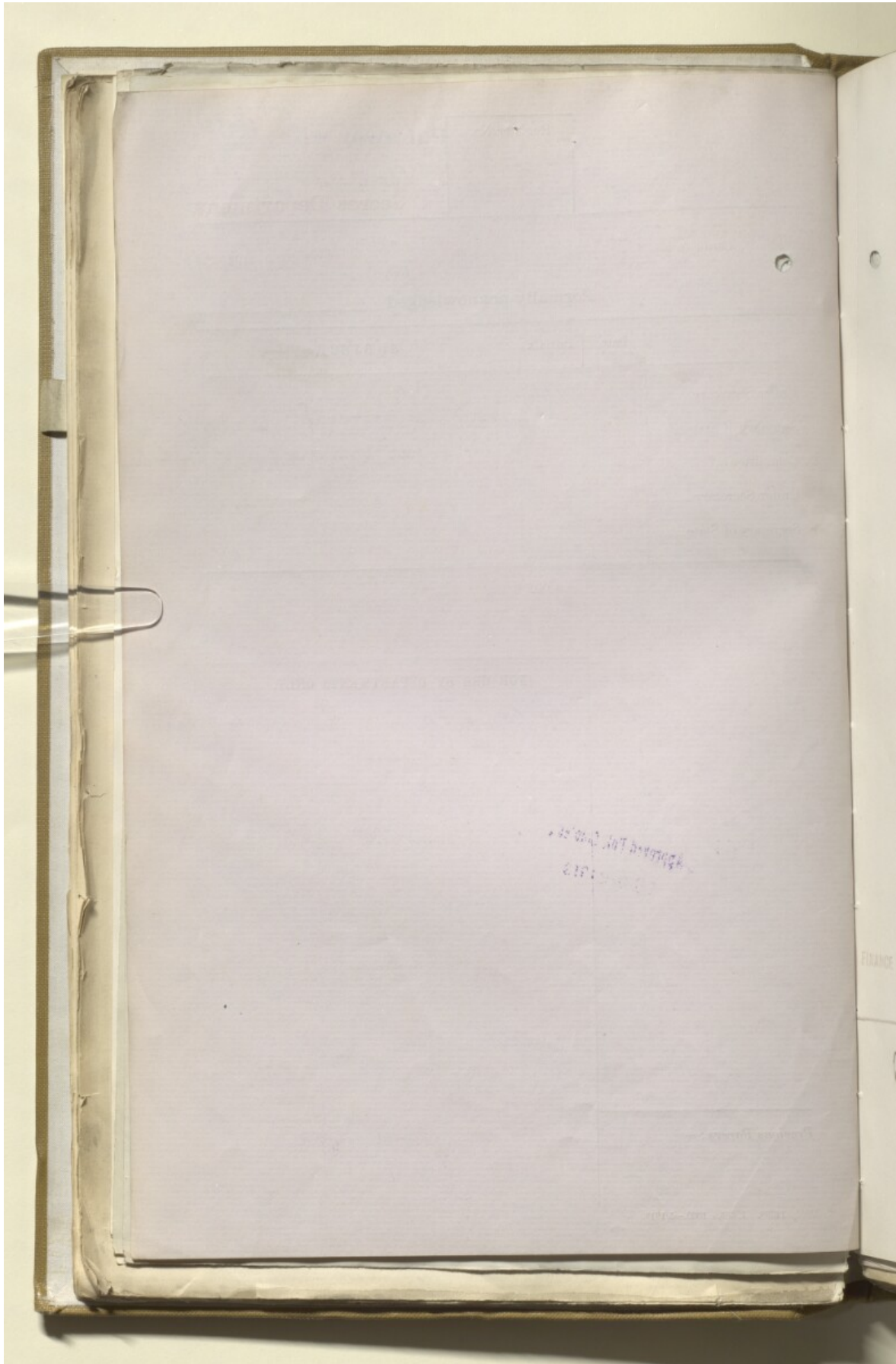
APPROVED COUNCIL
10 JAN 1914

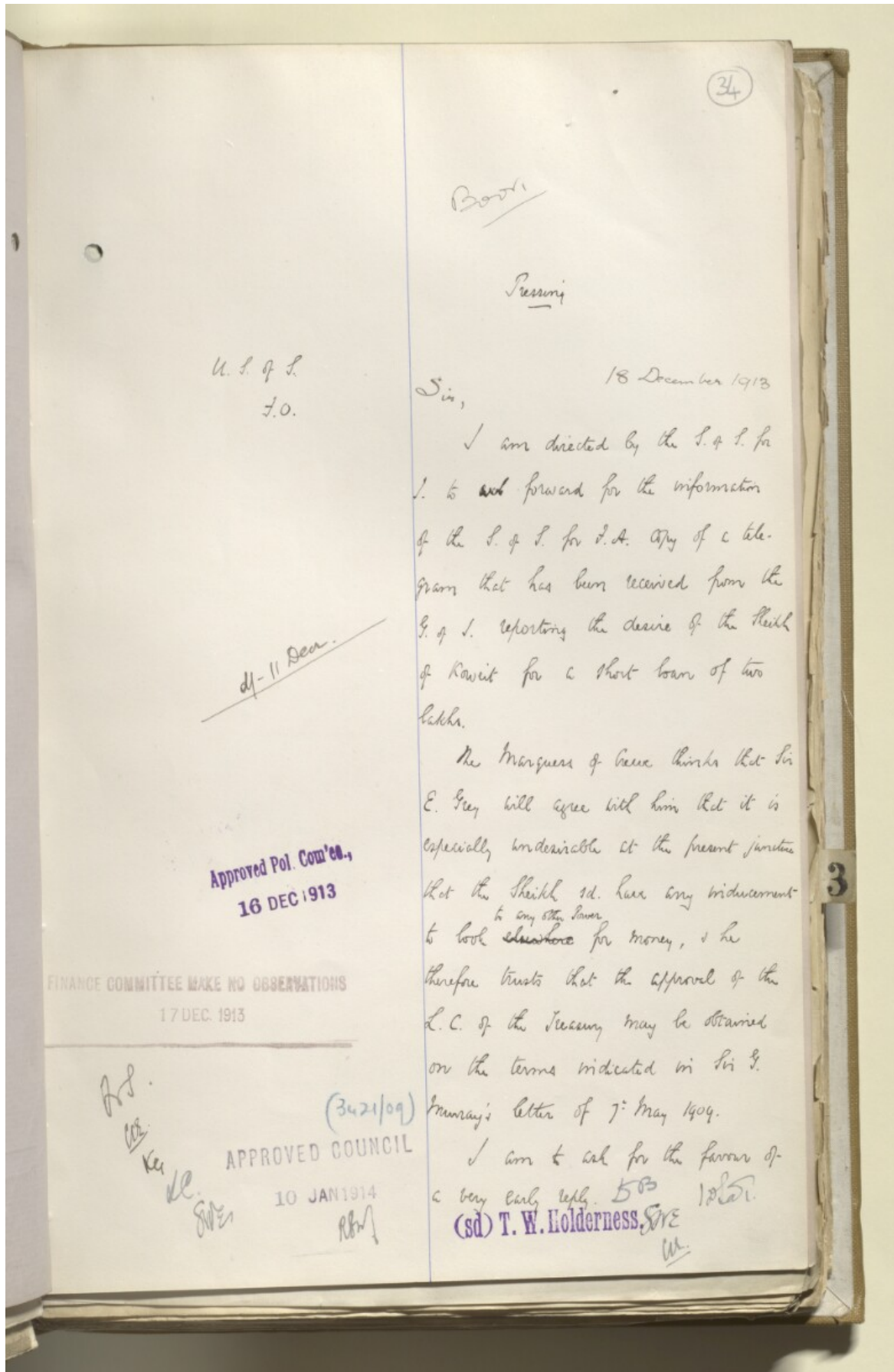
Previous Papers:—
1442/09
309/09

14988. 1. 566. 1000.—5/1913.



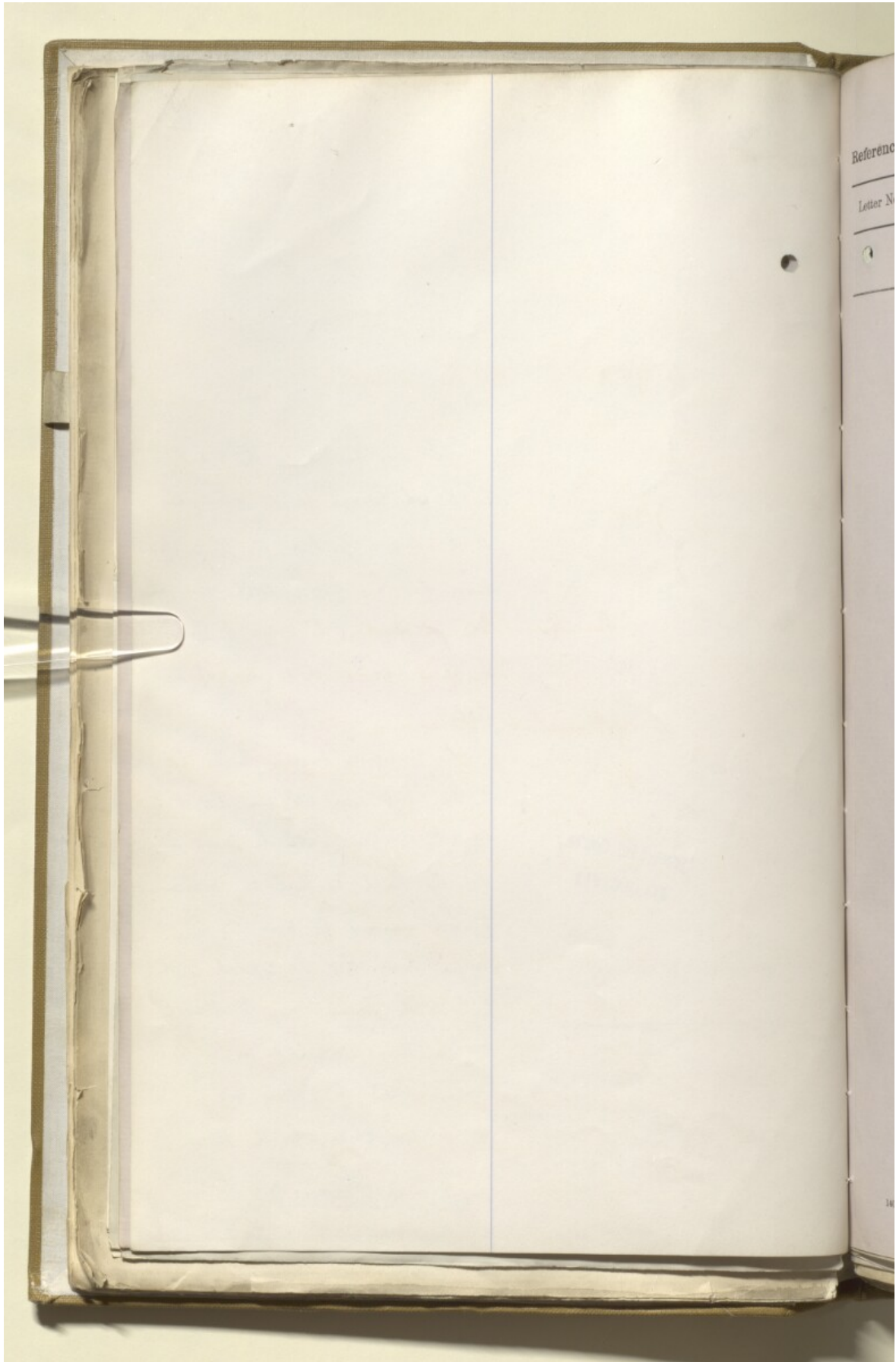
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٣٣ظ] (٢٤٢/٦٦)







ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٣٤ظ] (٢٤٢/٦٨)





(35)

Reference Paper. *Secret* Political and Secret }
Department. }

Letter No. 5008 Rec. 191 .

Referred to Secretary, Political Dept. 12th day of Dec. 1913 .

for remarks. The loan is politically desirable.
The case as regards interest is presumably the same as
in 1909 i.e. it will only arise if the Bushire balances
have to be replenished on account of the advance.

A. H. H. H.

Secretary, Political Dept.,

Even if it becomes necessary to
replenish the balances at Bushire the
G.P.L. will not lose any interest, as the
effect of the replenishment will presumably
be merely to reduce the other non-interest-
earning balances. It is of course quite
a different question whether the Sheikh
ought or ought not to be charged interest,
like the Native States in India, for the
use of the money lent to him.

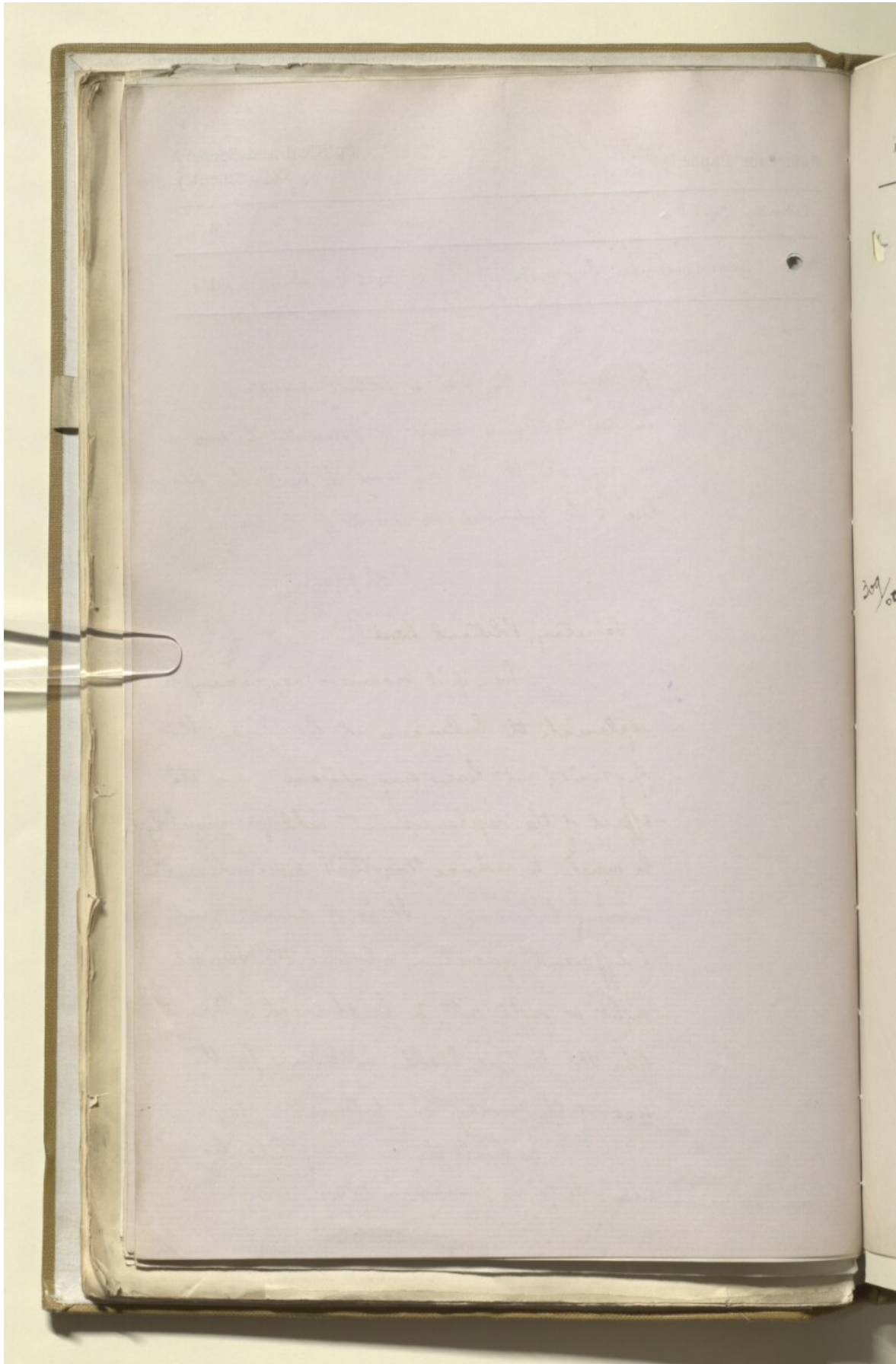
no doubt the Treasury will be
willing to go as far as in 1909.

W. P. H. H. 12/12/13.

14064. I. 1529. 1000.—10/1912.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٣٥ ظ] (٢٤٢/٧٠)





15130. L. 624. 10,608-5/1913. [361/113] 309/1909 (36)

Departments are requested, if they suspect that there is any mistake in this telegram, to communicate immediately with the Private Secretary to the Parliamentary Under Secretary of State.

COPY OF TELEGRAM.

FROM Vicgray
DATED 11 December 1913
RECEIVED AT LONDON OFFICE 2.6 pm.

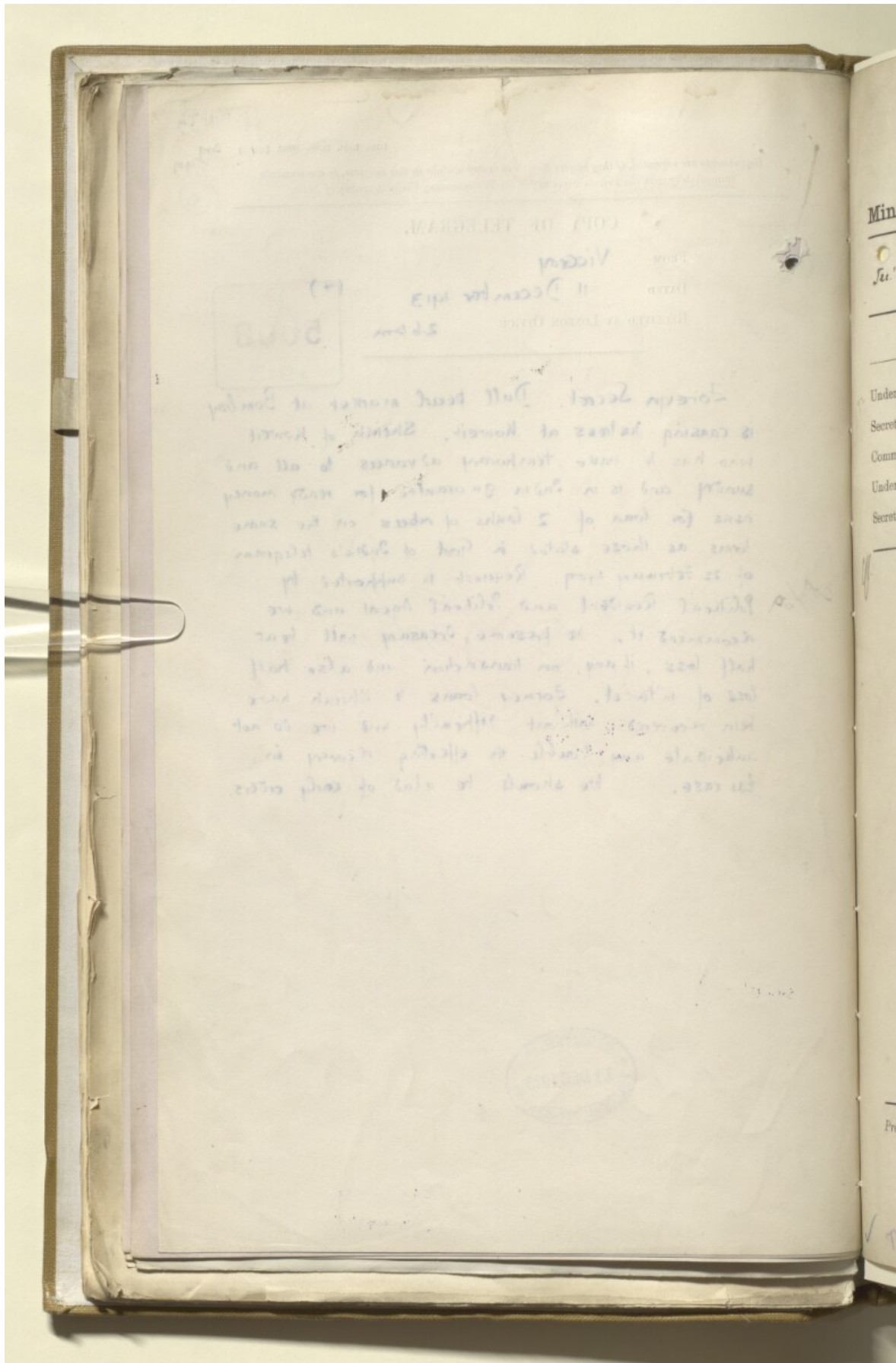
(7) P
5008
1913

Foreign Secret. Dull pearl market at Bombay is causing distress at Koweit. Sheikh of Koweit who has to make temporary advances to all and sundry and is in India guarantee for ready money asks for loan of 2 lakhs of rupees on the same terms as those stated in Govt of India's telegram of 22 February 1909. Request is supported by Political Resident and Political Agent and we recommend it. We presume Treasury will bear half loss, if any, on transaction and also half loss of interest. Former loans to Sheikh have been recovered without difficulty and we do not anticipate any trouble in effecting recovery in this case. We should be glad of early orders.

309/09

RECEIVED IN
11 DEC 1913
POLITICAL DEPARTMENT

3





(37)

Register No.
1442

Minute Paper. **Secret Department.**

Secy's Letter from India, No. 39 M. Dated 23 Sept. 1909.
Rec. 9 Oct.

	Date.	Initials.	SUBJECT.
Under Secretary.....	14 Oct.	East	Koweit. Proposed early repayment by the Sheikh of the first instal- ment (1 lakh) of the loan (2 lakhs) granted him last June.
Secretary of State.....	16	Kn	
Committee.....	18	W.	
Under Secretary.....			
Secretary of State.....			

Copy to
F.O. 27 Oct. 09.

FOR INFORMATION.

Seen Pol Com'ee.,
20 OCT. 1909

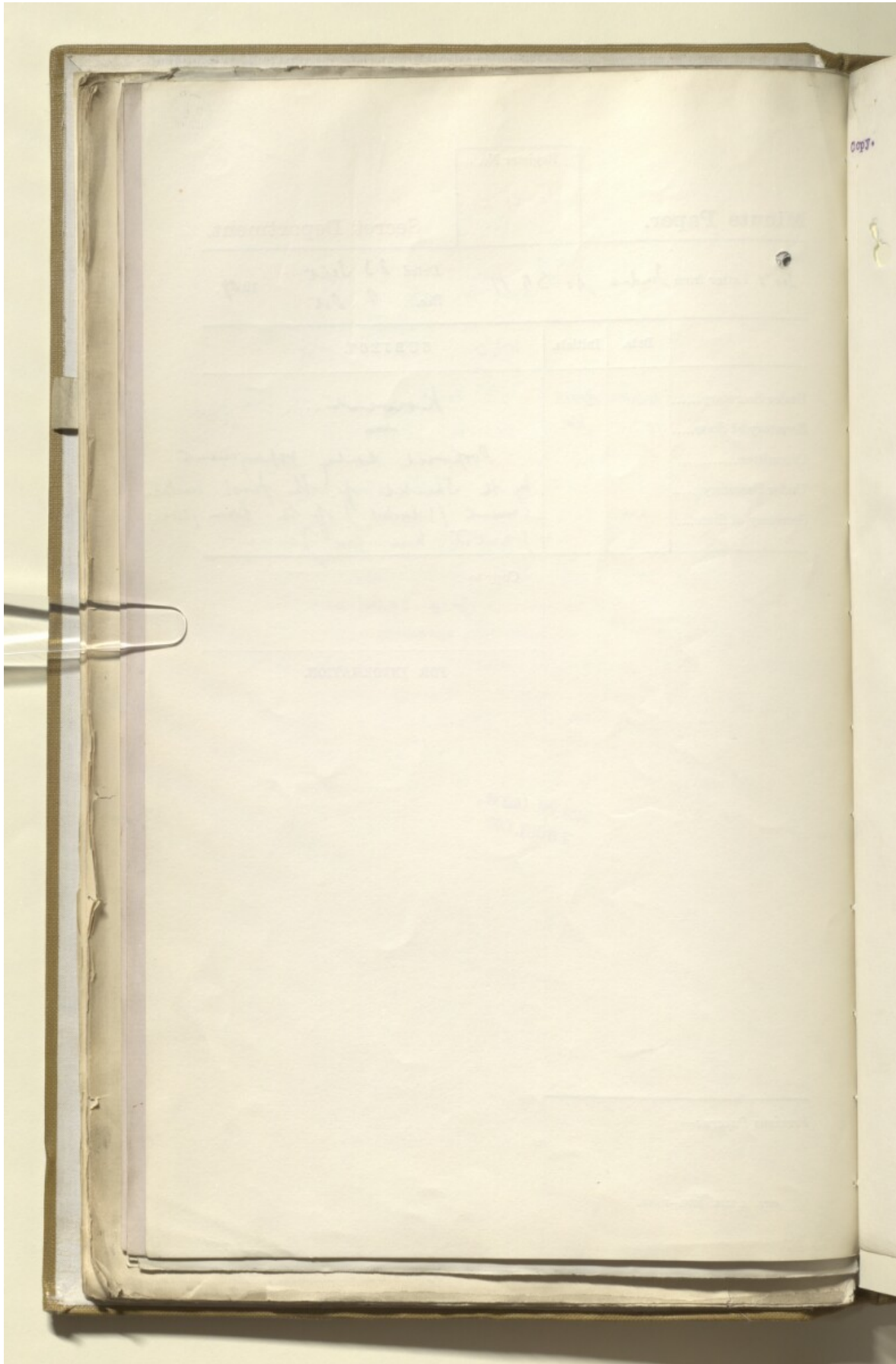
Previous Papers :—

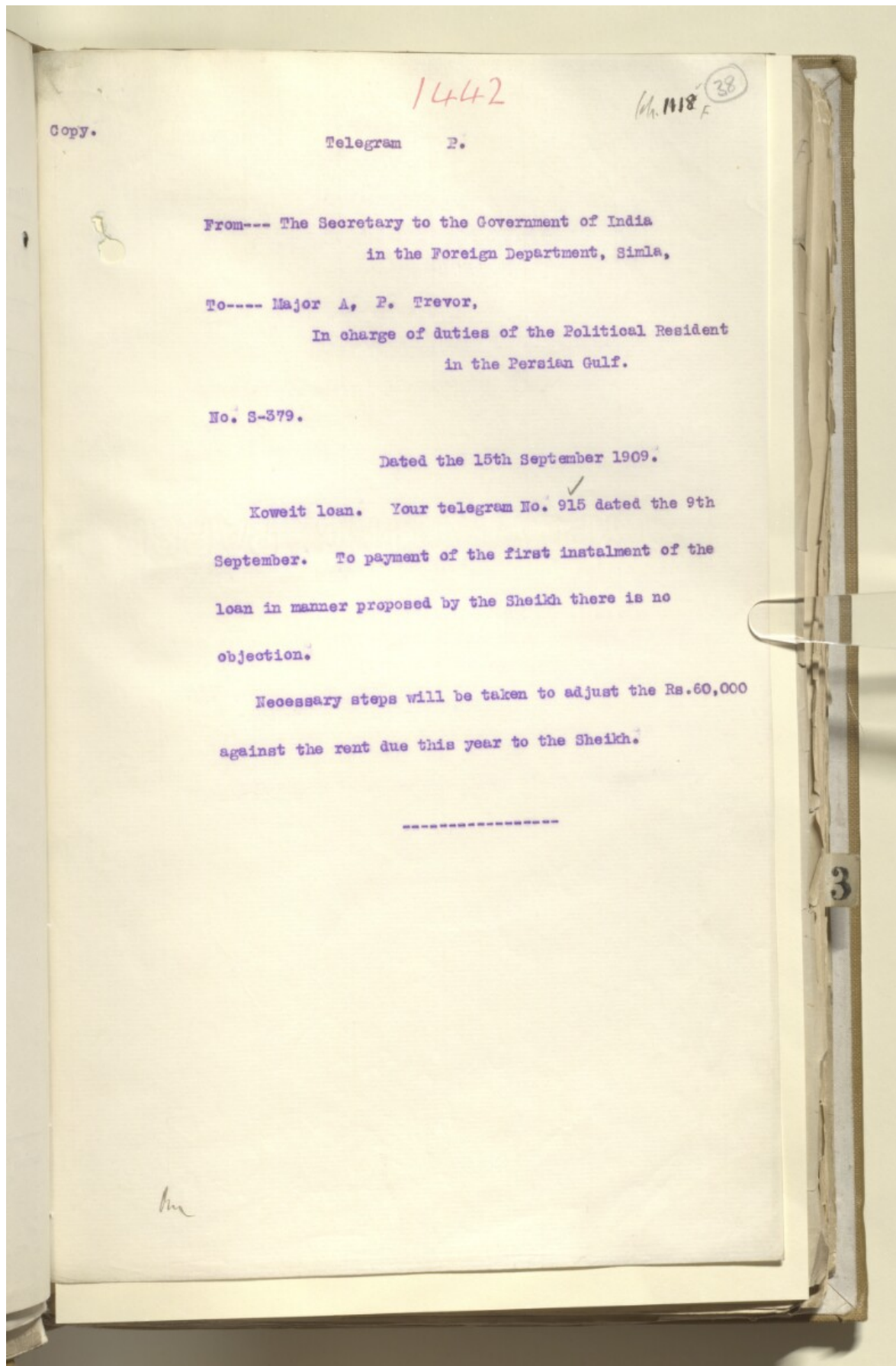
0172. I. 1278. 1000.—7/1900.

3



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٣٧ظ] (٢٤٢/٧٤)





Copy.

Telegram P.

From--- The Secretary to the Government of India
in the Foreign Department, Simla,

To---- Major A. P. Trevor,
In charge of duties of the Political Resident
in the Persian Gulf.

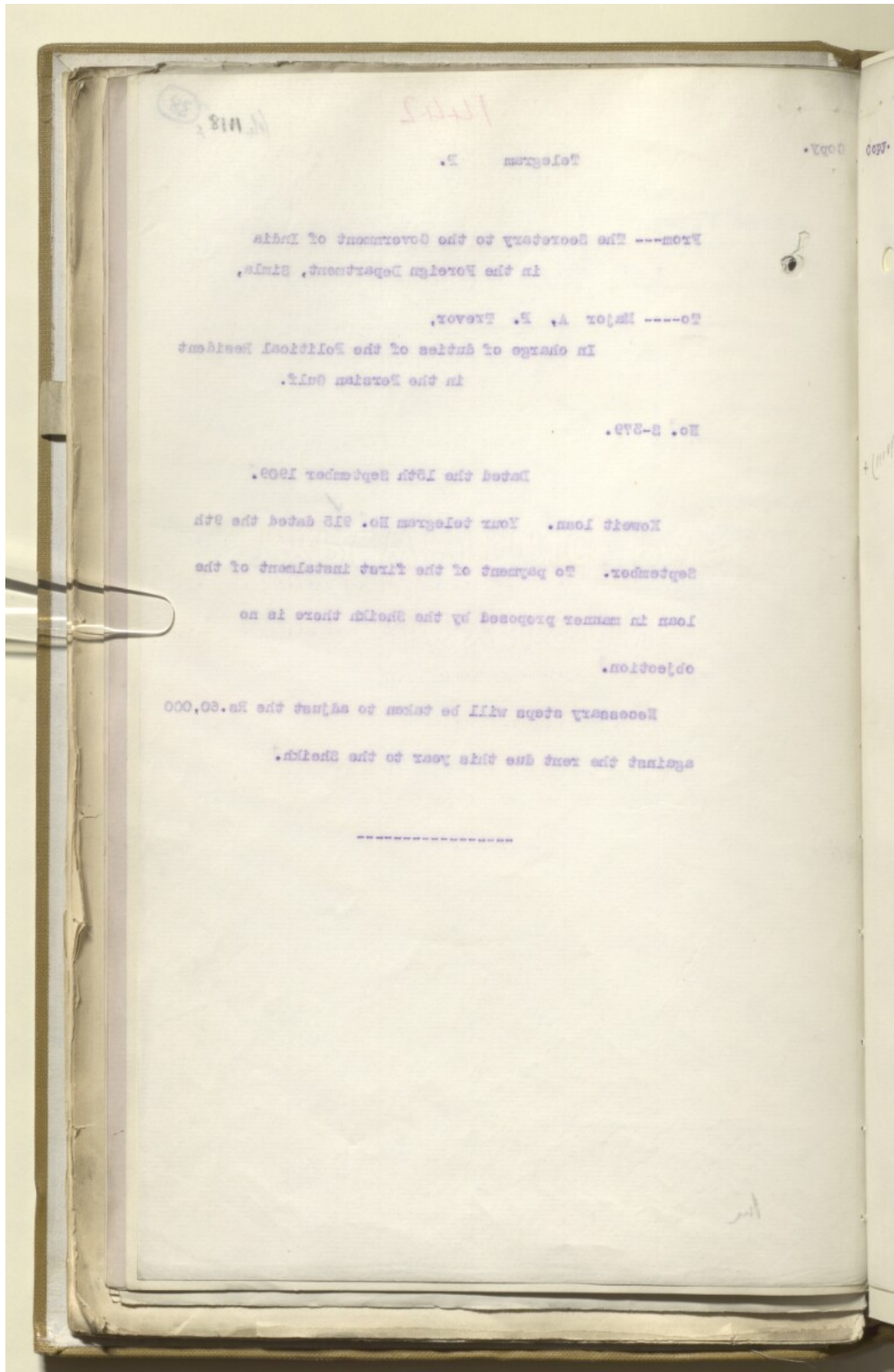
No. S-379.

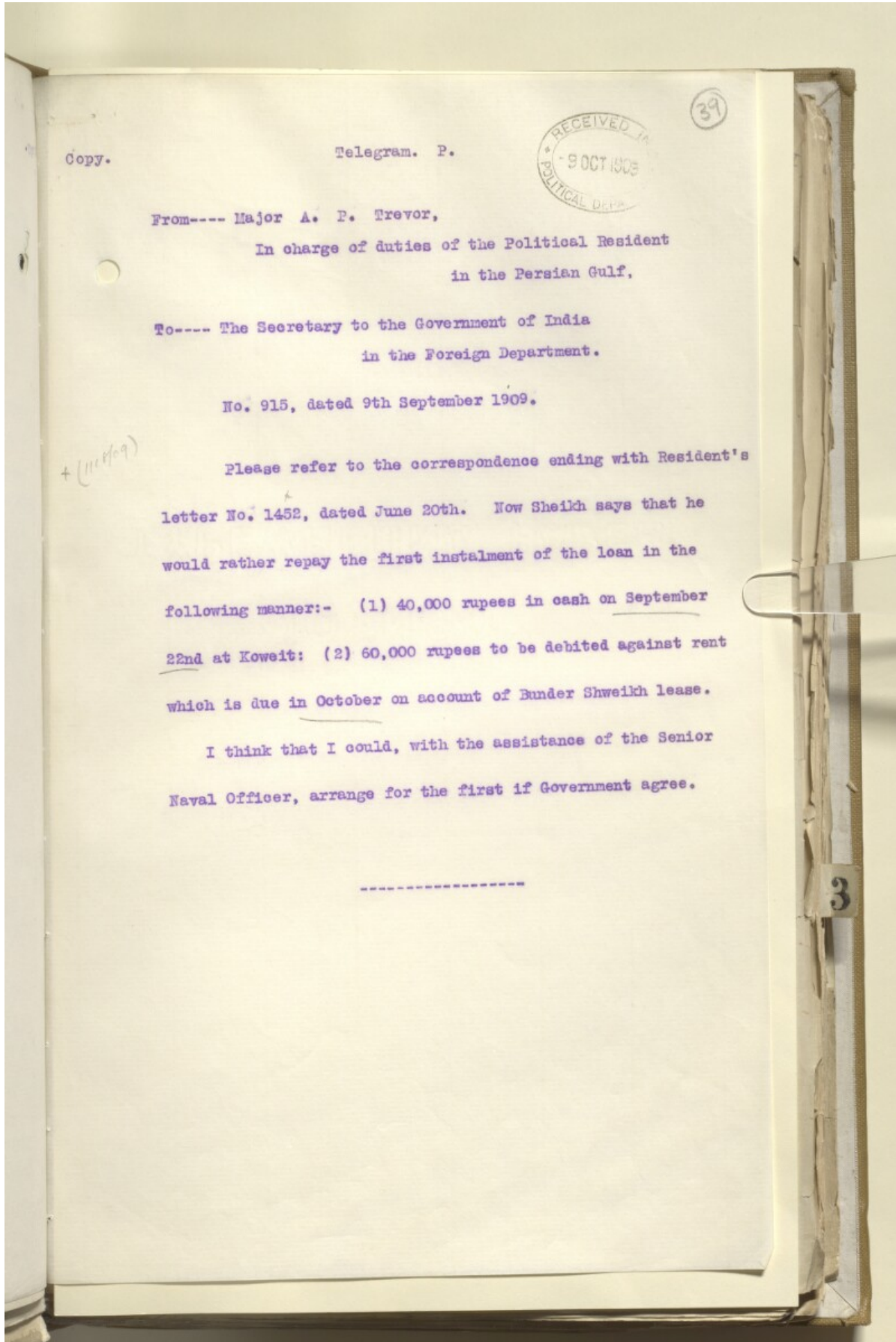
Dated the 15th September 1909.

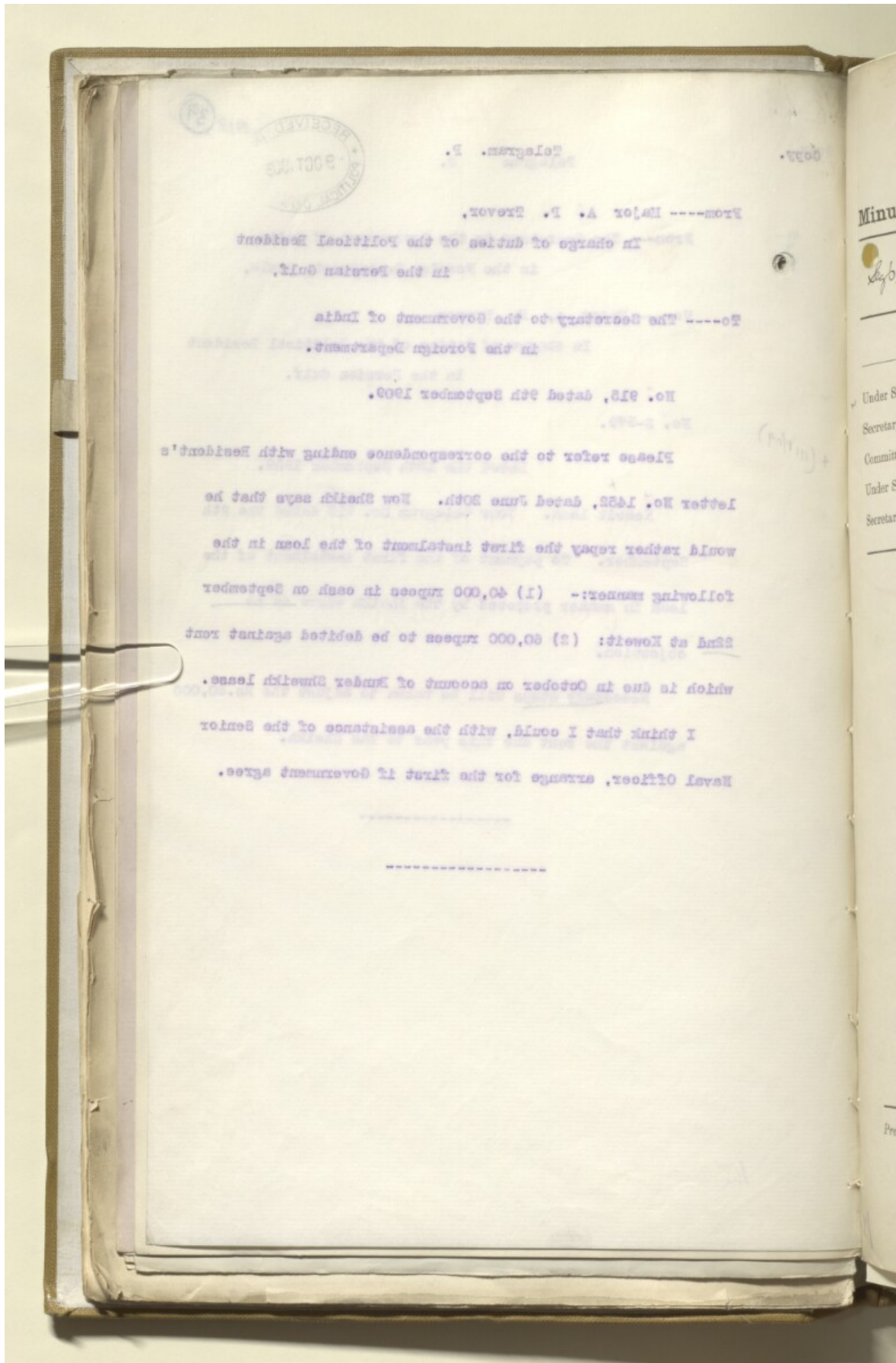
Koweit loan. Your telegram No. 915 dated the 9th
September. To payment of the first instalment of the
loan in manner proposed by the Sheikh there is no
objection.

Necessary steps will be taken to adjust the Rs.60,000
against the rent due this year to the Sheikh.

3









(40)

Register No.
1118

Minute Paper. **Secret Department.**

Letter from *India, ho. 29 M.*, Dated *15 July* } 1909.
Rec. *3 Aug.*

	Date.	Initials.	SUBJECT.
Under Secretary.....	6-8	<i>Wk</i>	<p style="text-align: center;"><u>Koweit</u></p> <p>Acknowledgments of the Sheikh for the loan of 2 lakhs of rupees recently granted to him.</p>
Secretary of State.....	6	<i>ag</i>	
Committee.....			
Under Secretary.....			
Secretary of State.....			

Copy to
20. 23 Aug '09.
Duo. (sent)

FOR INFORMATION.

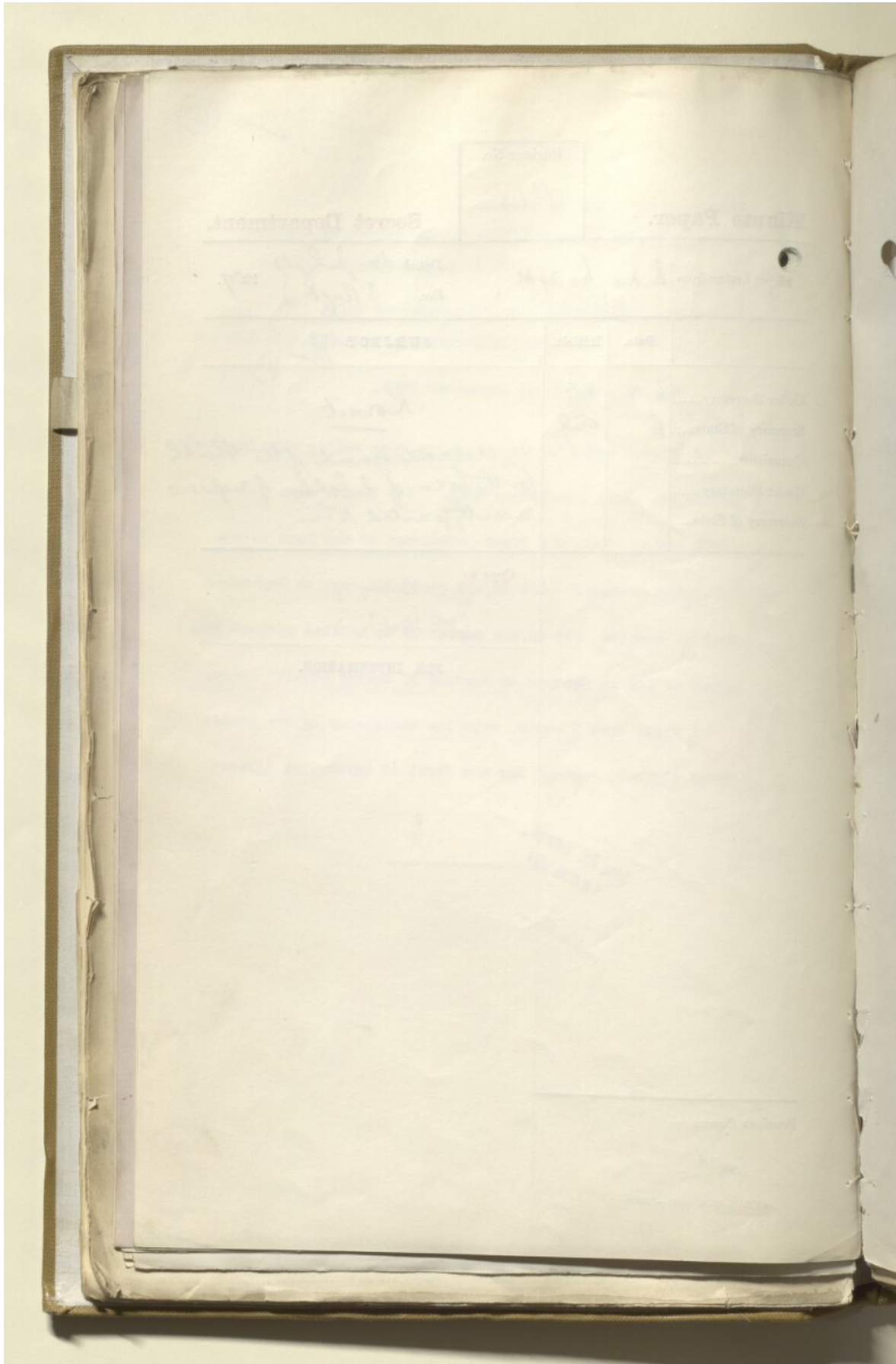
Seen Pol Comd.
18 AUG. 1909

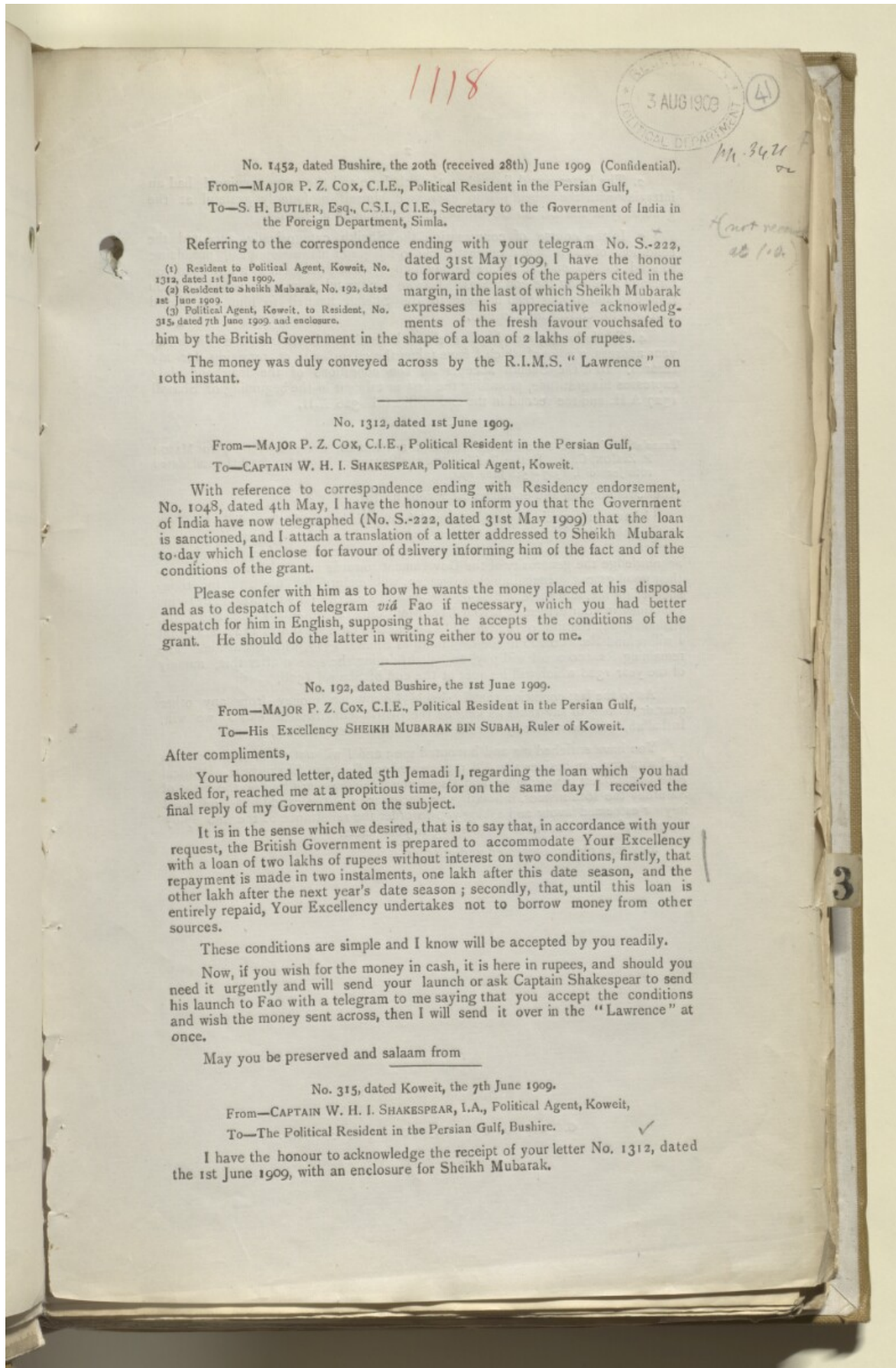
Previous Papers :—
2021

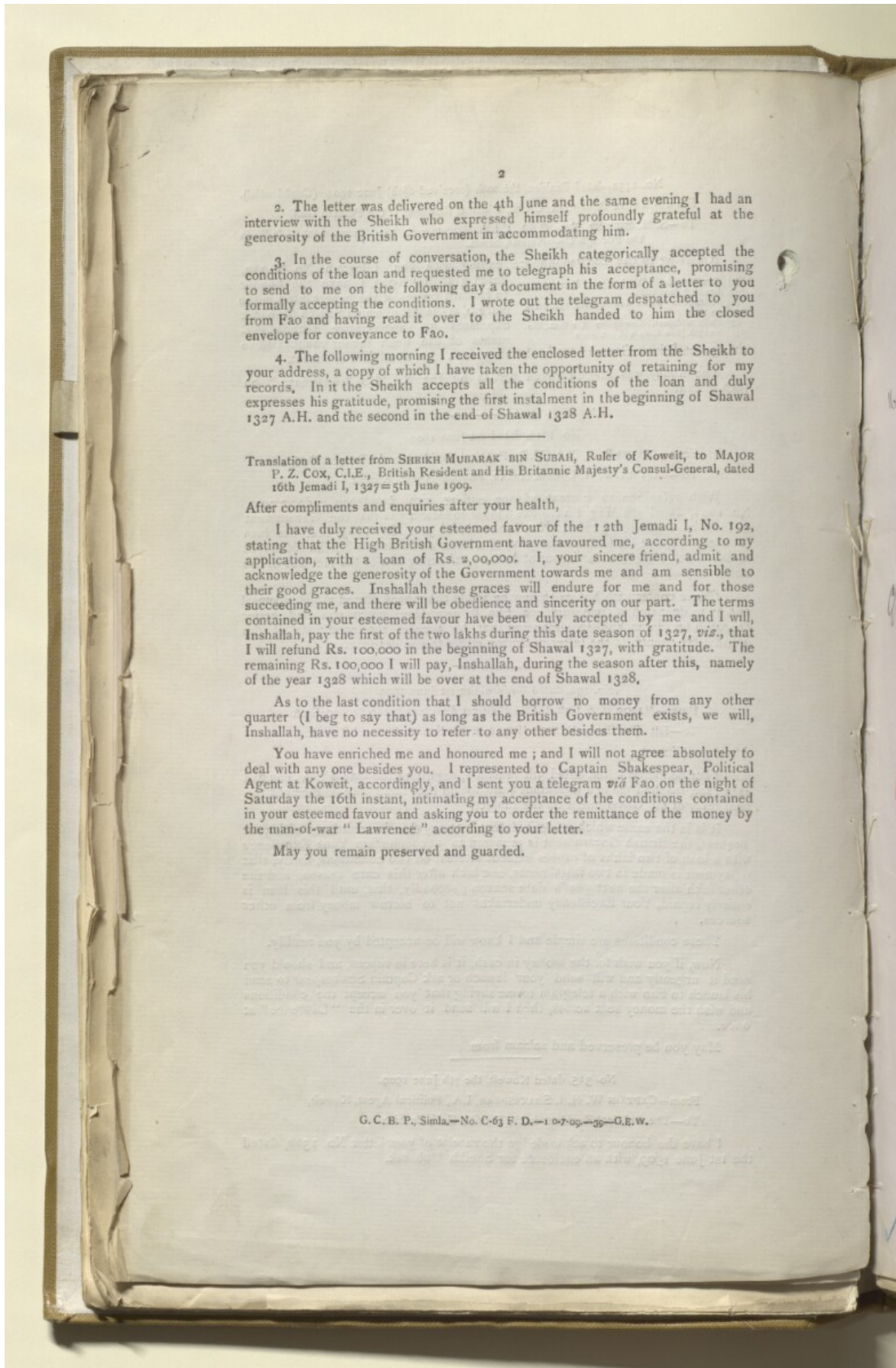
6172. L. 1278. 1000.—7/1000.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٤٠ ظ] (٢٤٢/٨٠)







2

2. The letter was delivered on the 4th June and the same evening I had an interview with the Sheikh who expressed himself profoundly grateful at the generosity of the British Government in accommodating him.

3. In the course of conversation, the Sheikh categorically accepted the conditions of the loan and requested me to telegraph his acceptance, promising to send to me on the following day a document in the form of a letter to you formally accepting the conditions. I wrote out the telegram despatched to you from Fao and having read it over to the Sheikh handed to him the closed envelope for conveyance to Fao.

4. The following morning I received the enclosed letter from the Sheikh to your address, a copy of which I have taken the opportunity of retaining for my records. In it the Sheikh accepts all the conditions of the loan and duly expresses his gratitude, promising the first instalment in the beginning of Shawal 1327 A.H. and the second in the end of Shawal 1328 A.H.

Translation of a letter from SHEIKH MUBARAK BIN SUBAH, Ruler of Koweit, to MAJOR P. Z. COX, C.I.E., British Resident and His Britannic Majesty's Consul-General, dated 16th Jemadi I, 1327 = 5th June 1909.

After compliments and enquiries after your health,

I have duly received your esteemed favour of the 12th Jemadi I, No. 192, stating that the High British Government have favoured me, according to my application, with a loan of Rs. 2,00,000. I, your sincere friend, admit and acknowledge the generosity of the Government towards me and am sensible to their good graces. Inshallah these graces will endure for me and for those succeeding me, and there will be obedience and sincerity on our part. The terms contained in your esteemed favour have been duly accepted by me and I will, Inshallah, pay the first of the two lakhs during this date season of 1327, *vis.*, that I will refund Rs. 100,000 in the beginning of Shawal 1327, with gratitude. The remaining Rs. 100,000 I will pay, Inshallah, during the season after this, namely of the year 1328 which will be over at the end of Shawal 1328.

As to the last condition that I should borrow no money from any other quarter (I beg to say that) as long as the British Government exists, we will, Inshallah, have no necessity to refer to any other besides them.

You have enriched me and honoured me; and I will not agree absolutely to deal with any one besides you. I represented to Captain Shakespear, Political Agent at Koweit, accordingly, and I sent you a telegram *via* Fao on the night of Saturday the 16th instant, intimating my acceptance of the conditions contained in your esteemed favour and asking you to order the remittance of the money by the man-of-war "Lawrence" according to your letter.

May you remain preserved and guarded.

G. C. B. P. Simla, No. C-63 F. D. 10709-35-G.E.W.



Register No. 3421

Political Secret Department.

Letter from F.O., Dated 17 May 1909. Rec. 18 May 1909.

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	19.5	W	Koweit. Proposed loan to Mubarak. Explanation by Treasury of the intention and effect of their letter of the 8th April, to the views expressed in which the Lord Commissioners adhere.
Secretary of State	20	ag.	
Committee			
Under Secretary.....			
Secretary of State	20.	M.	

Council Box

Copy to COPY TO INDIA See within 190. SECRETARY'S N^o

PAPER ON THE COUNCIL TABLE 10

FOR USE BY DEPARTMENTS ONLY.

8th. Lr. to F.O., saying loan has been sanctioned.
8th. Lr. to Vic, sanctioning the loan.

Approved Council, 24 May.

Telegram to Viceroy 24 May. 09
Letter to F.O. 25 May. 09

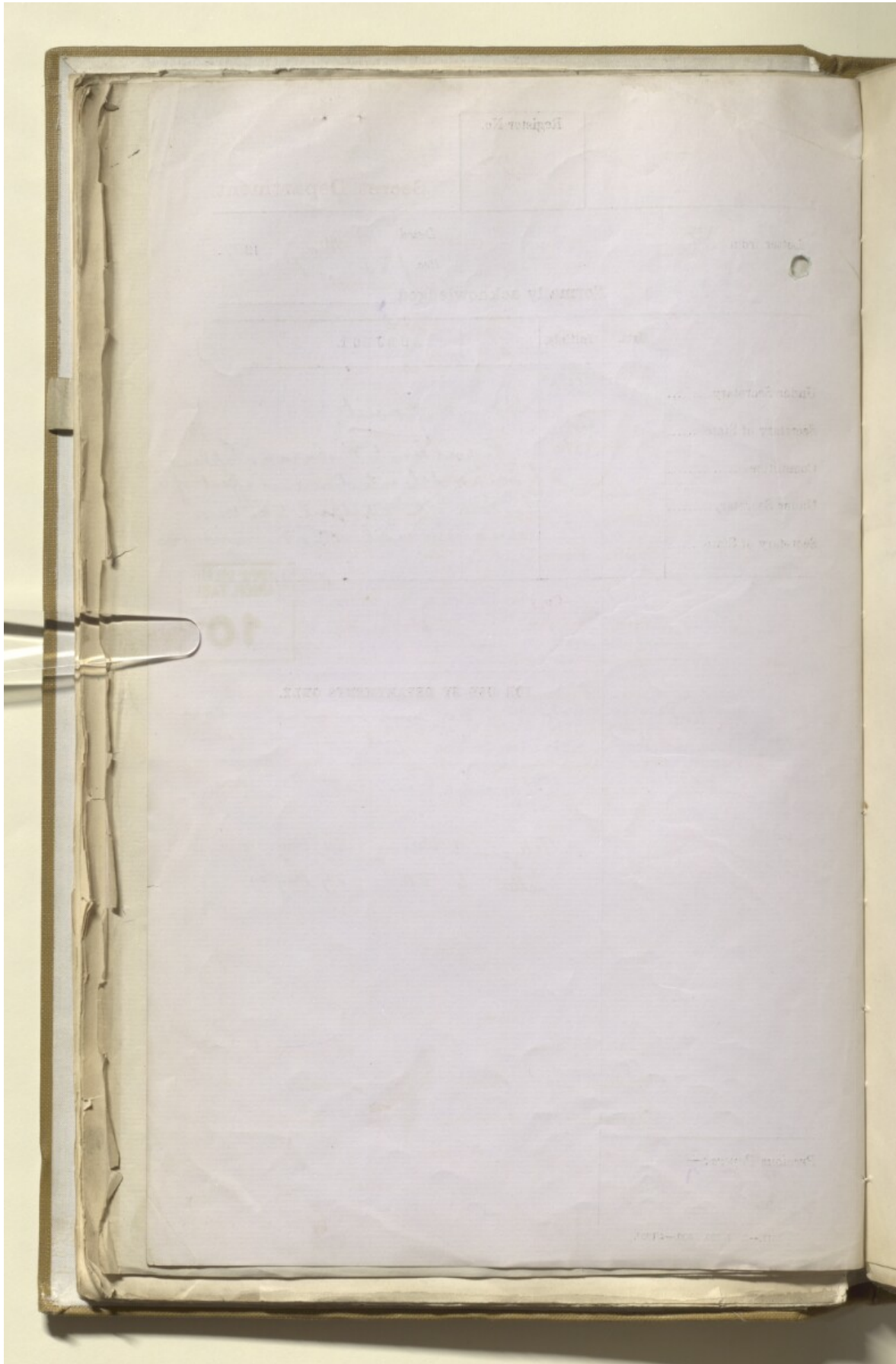
I do not see how the loan can be sanctioned. I replied on April 23. Had we not better not to do this?

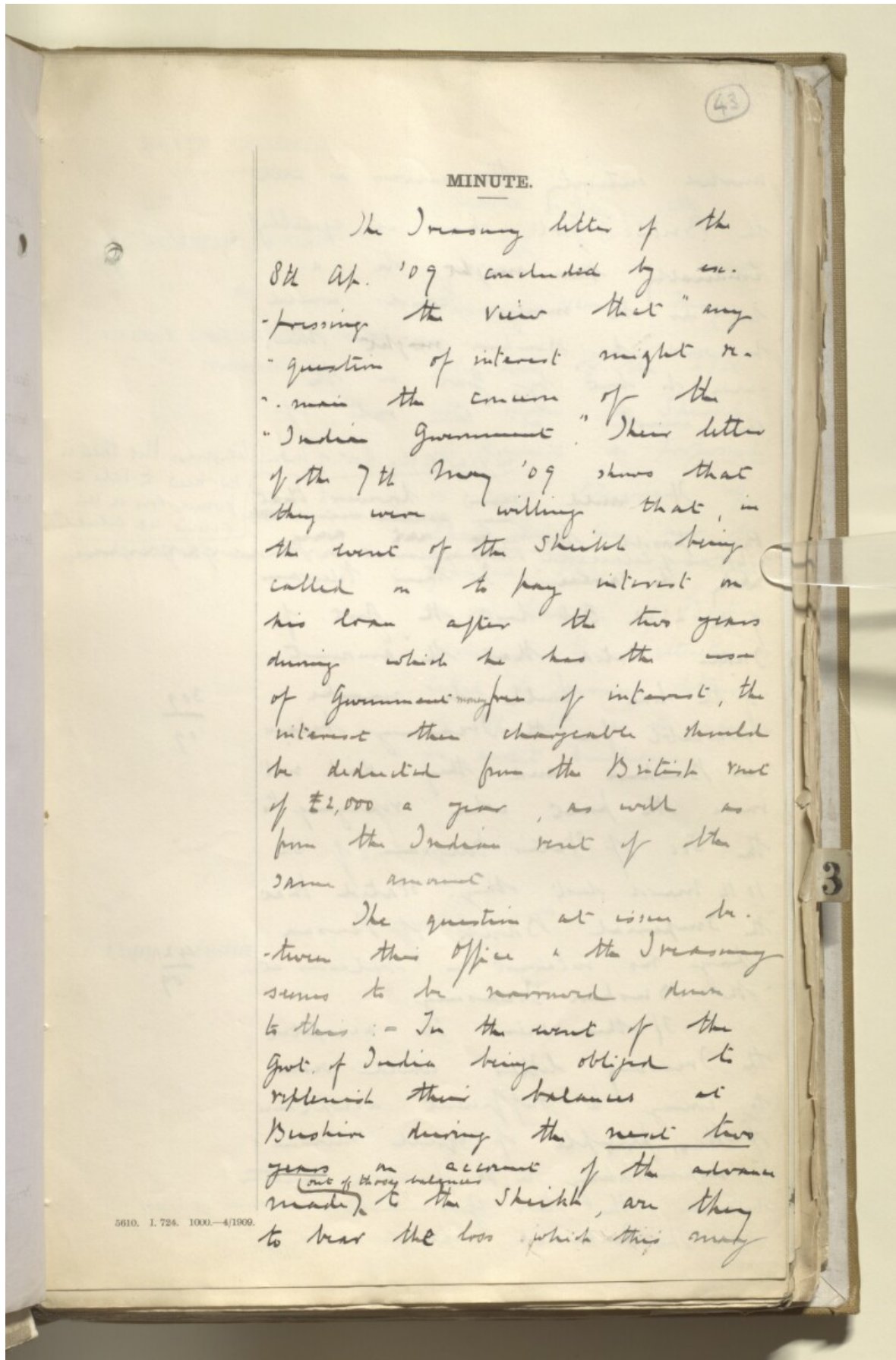
Previous Papers: 3280

5611.-2. I. 725. 500.-4/1909.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٢٤٢/٨٤] (٢٤٢/٨٤)





MINUTE.

The Treasury letter of the 8th Apr. '09 concluded by expressing the view that "any question of interest might remain the concern of the Indian Government." Their letter of the 7th May '09 shows that they were willing that, in the event of the Sheikh being called on to pay interest on his loan after the two years during which he has the use of Government money free of interest, the interest then chargeable should be deducted from the British rent of £2,000 a year, as well as from the Indian rent of the same amount.

The question at issue between this Office & the Treasury seems to be narrowed down to this :- In the event of the Govt. of India being obliged to replenish their balances at Bushair during the next two years ^{on account of the advance made to the Sheikh} ^(out of their balances), are they to bear the loss which this may

5610. I. 724. 1000-4/1909.



involve entirely themselves as will
the British Govt. share it equally?
Conceivably there might be a
loss, for the money which would
be sent to Bushkin might otherwise
have been lent by Govt. in the
open market at some rate of
interest.

It would seem known that
this possible loss may be ~~estimated~~ ^{may be} ~~estimated~~ ^{estimated}
by ~~the~~ ^{the} ~~Govt.~~ ^{Govt.} ~~of~~ ^{of} ~~India~~ ^{India} ~~in~~ ⁱⁿ ~~their~~ ^{their} ~~telegrams~~ ^{telegrams}
of the 23rd Feb. last, the Govt. of
India stated that the amount
of the loan could be made
available from the Treasury balance
at Bushkin, and they did not
raise the point when, replying to
the Sec. of State's telegram of the
10th March last they stated that
"the Imperial Bank of Persia
pay no interest on balances at
the Bushkin Treasury."

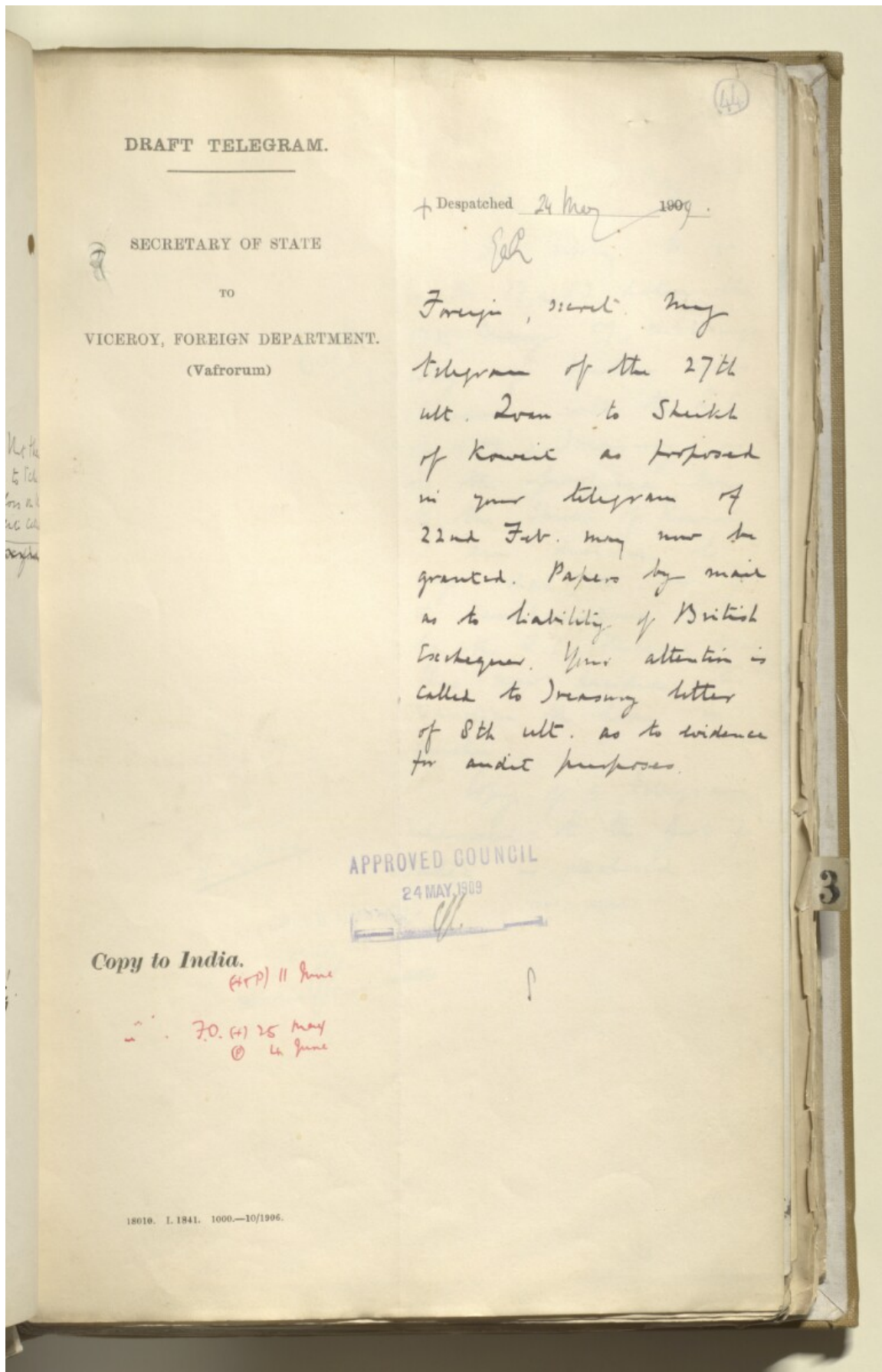
If this view be accepted,
the Treasury letter would seem
to convey a sufficient acceptance
of the principle of equal division
of responsibility in the present matter
between the two Governments.

The Financial Dept. concurs.

telegrams that there is
no need to take a
possible loss on the
account into consideration

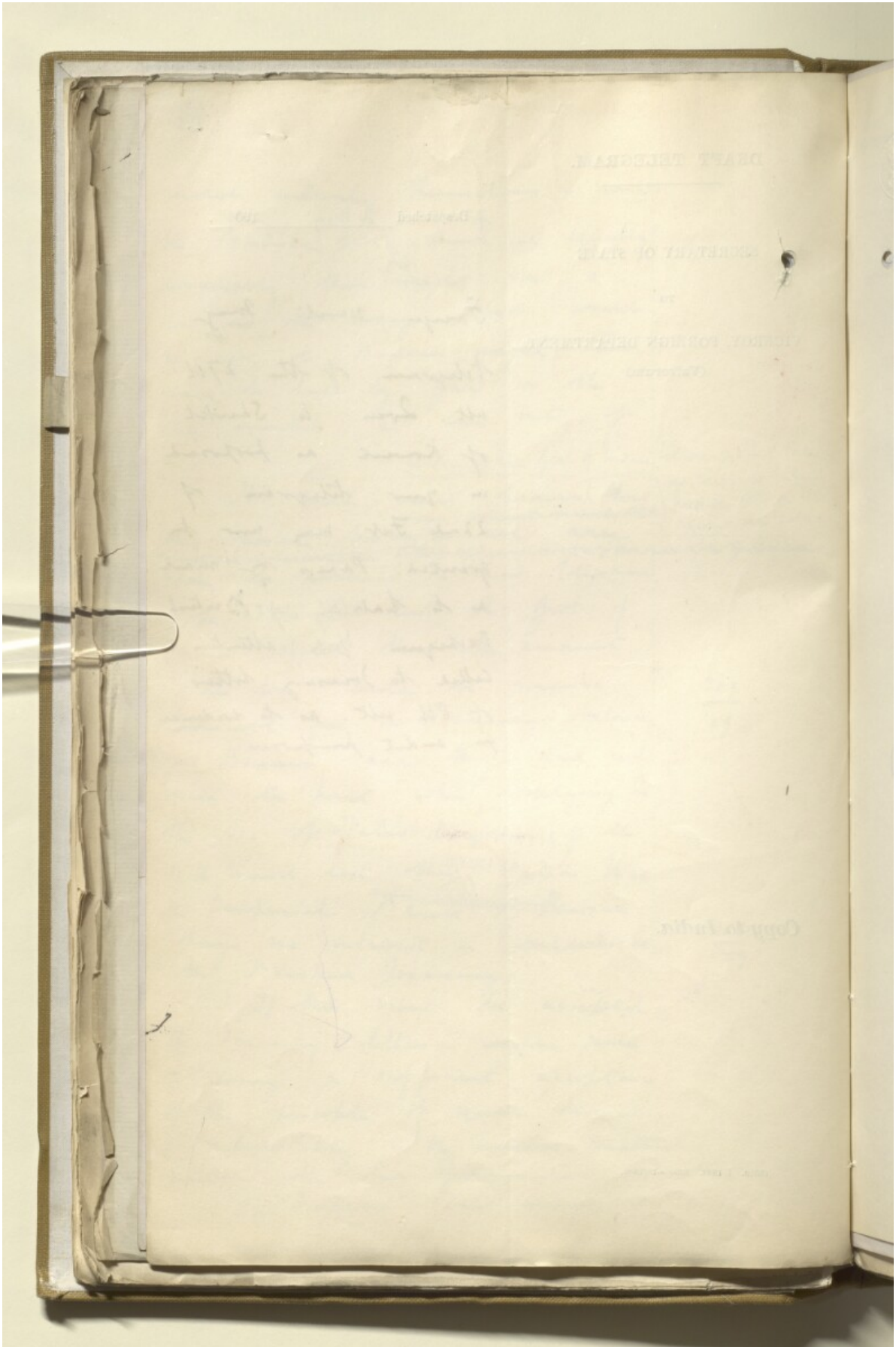
309
09

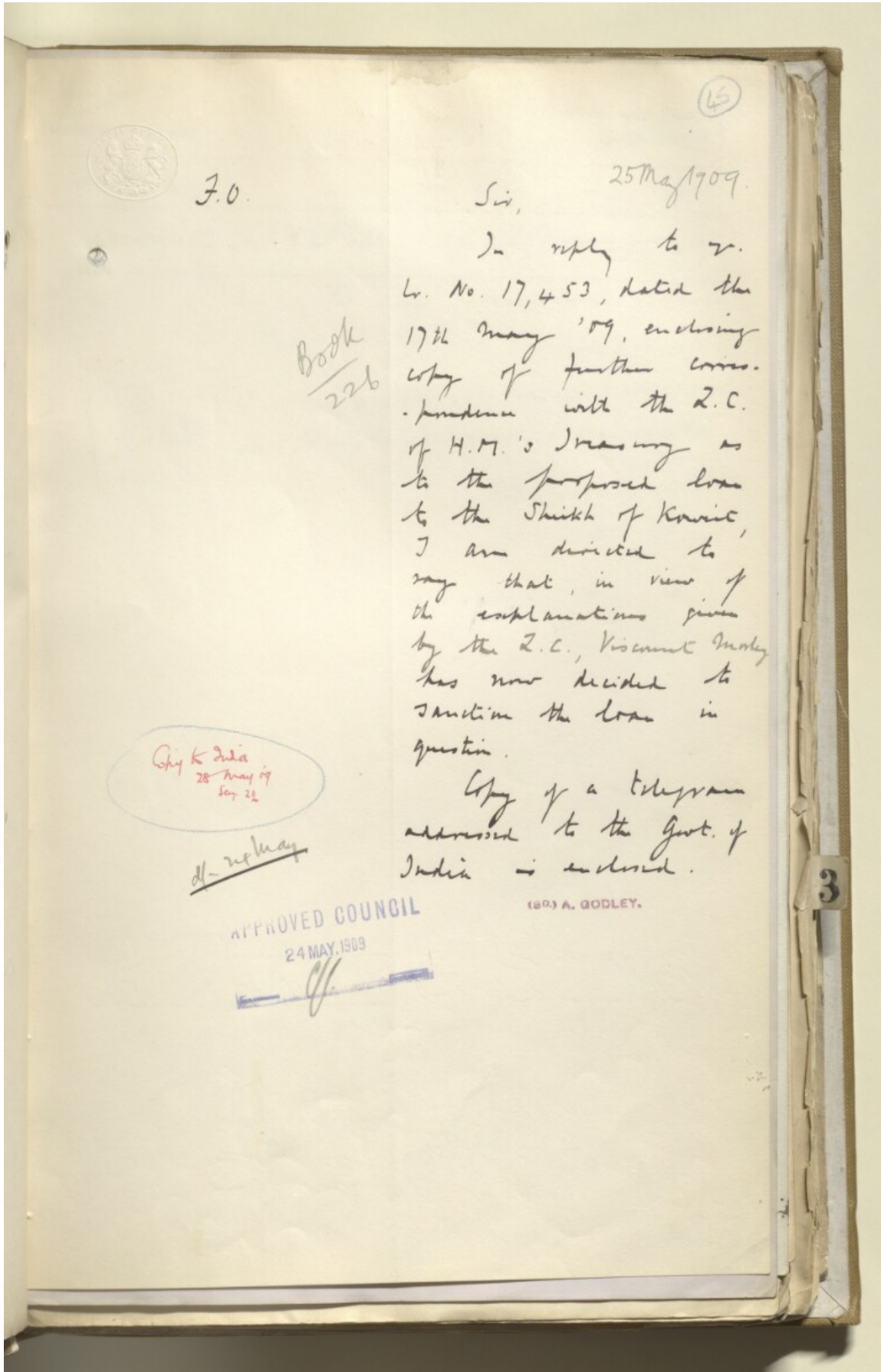
421
09





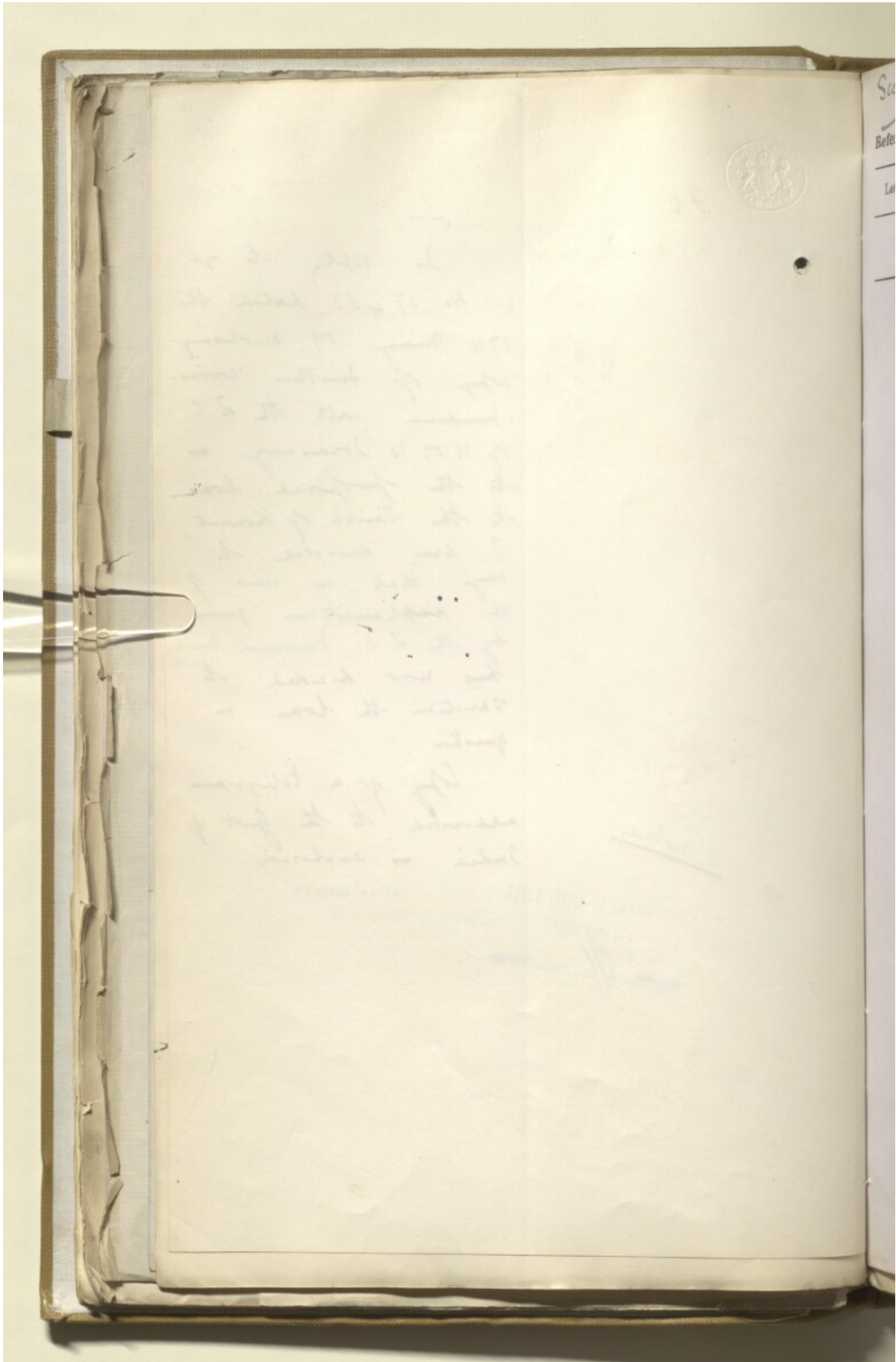
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٤٤ظ] (٢٤٢/٨٨)







ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٤٥ ظ] (٢٤٢/٩٠)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٤٦و] (٢٤٢/٩١)

Secret.

Reference Paper.

Political and Secret }
Department. }

Letter No. 3421 Rec. 19 .

Referred to the Secy, Fin. Dept. 19 day of May 1909.

For my observations. A Minute
Noting the views of the Dept. is attached. M. H. T. H.

F
2152
1909

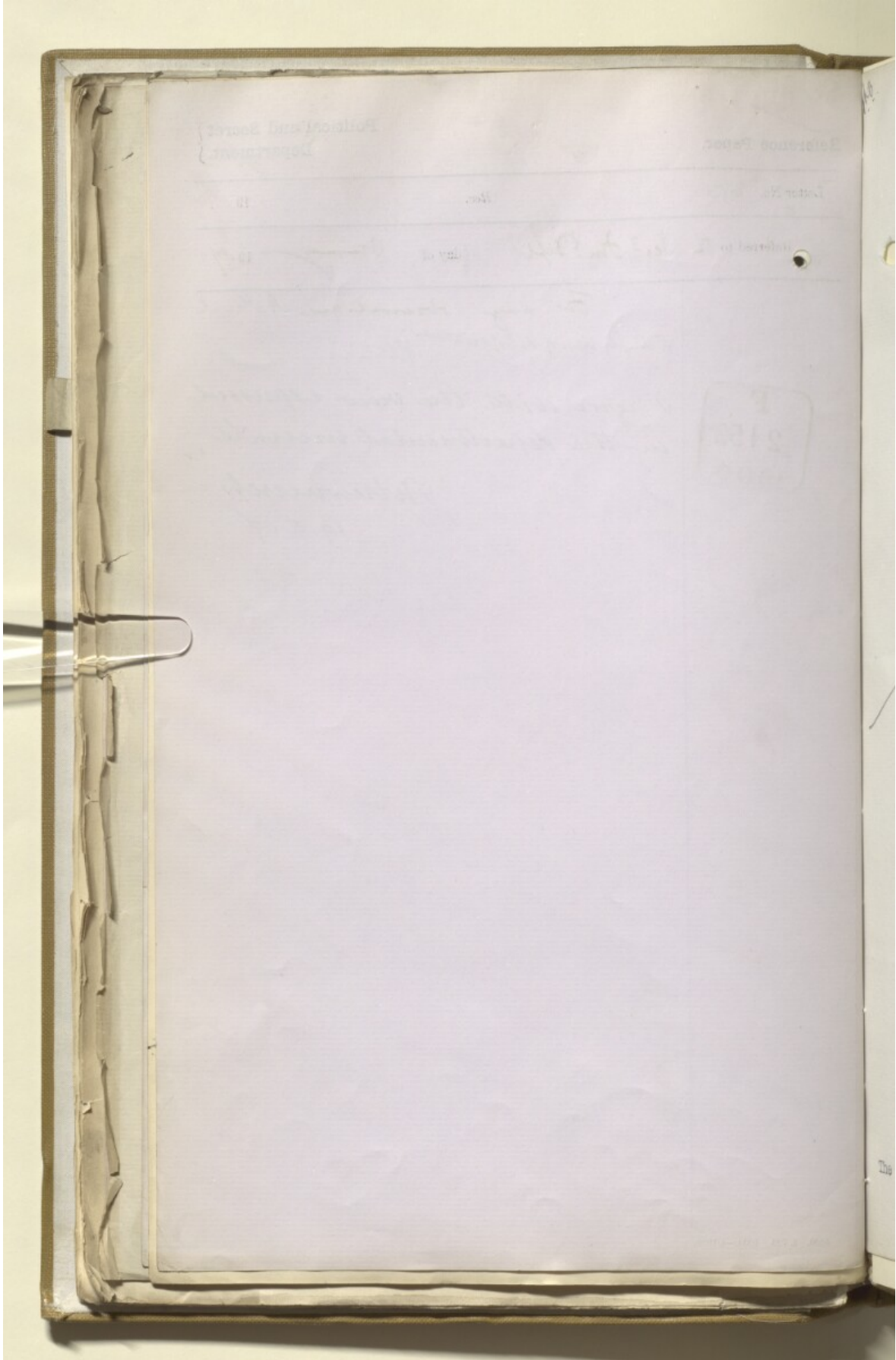
I agree with the view expressed
in the departmental minute.
J. H. Newmarch
19.5.09

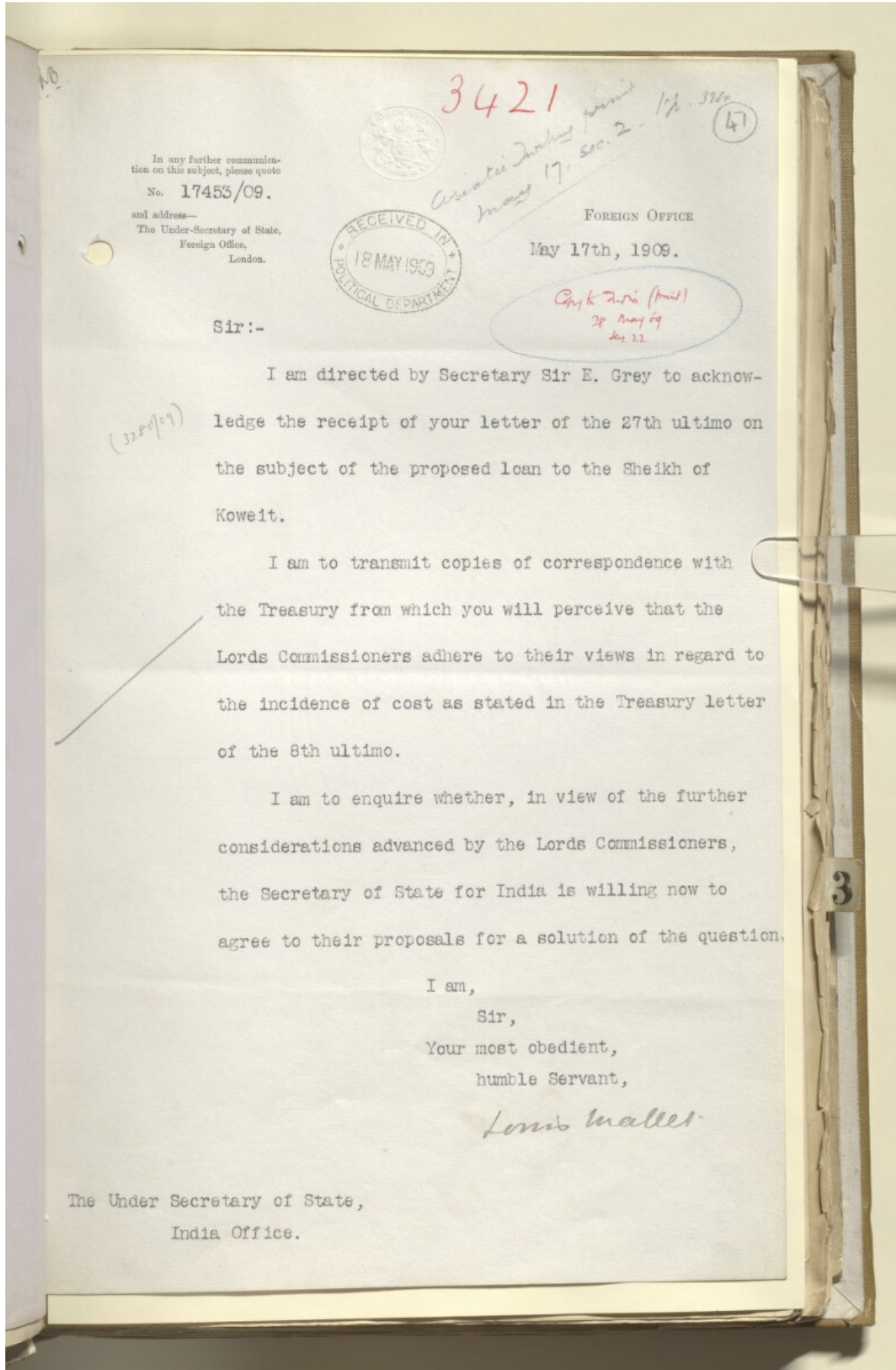
5609. I. 723. 1000. — 4/1909.

3



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٤٦ظ] (٢٤٢/٩٢)

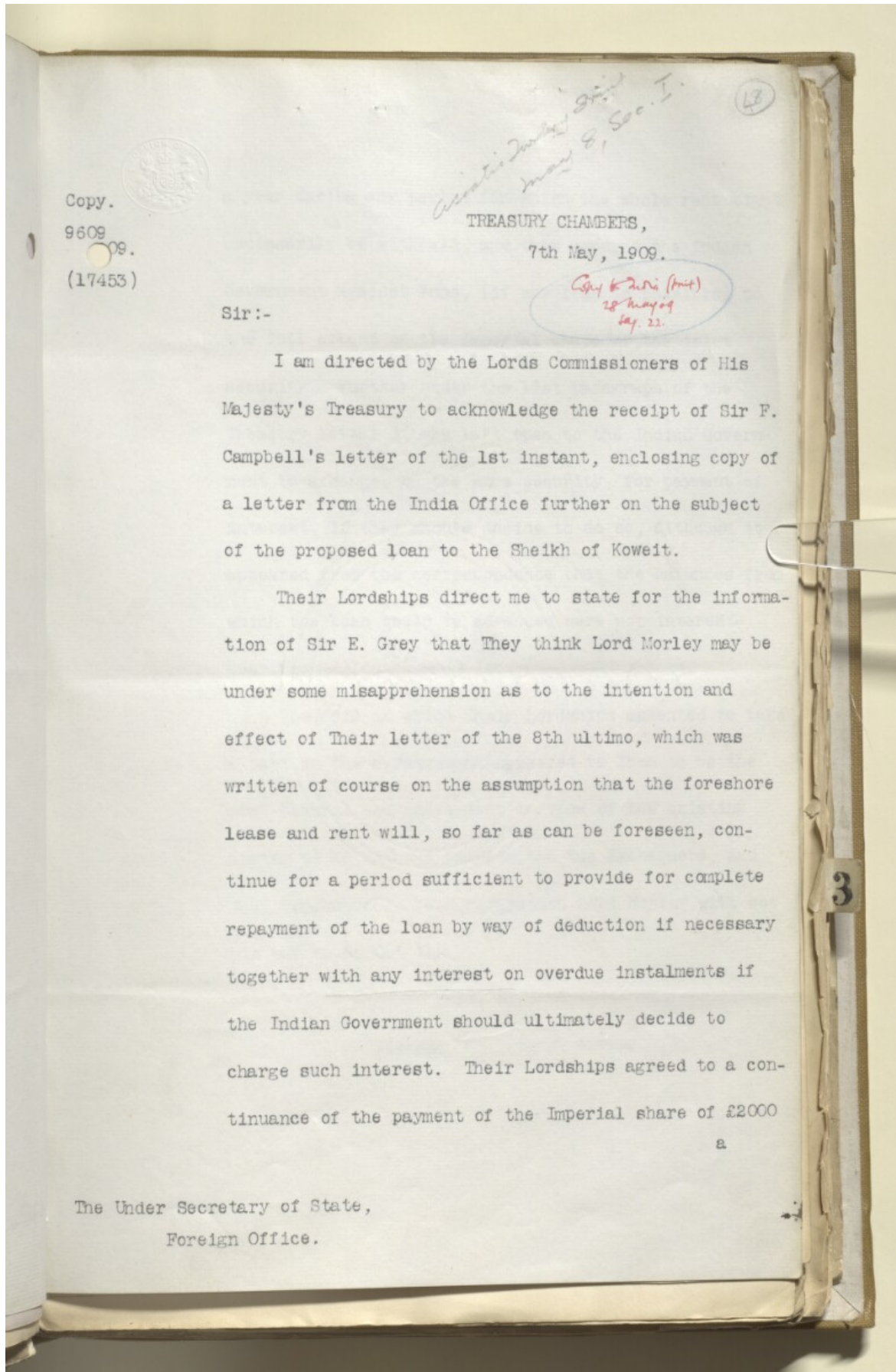


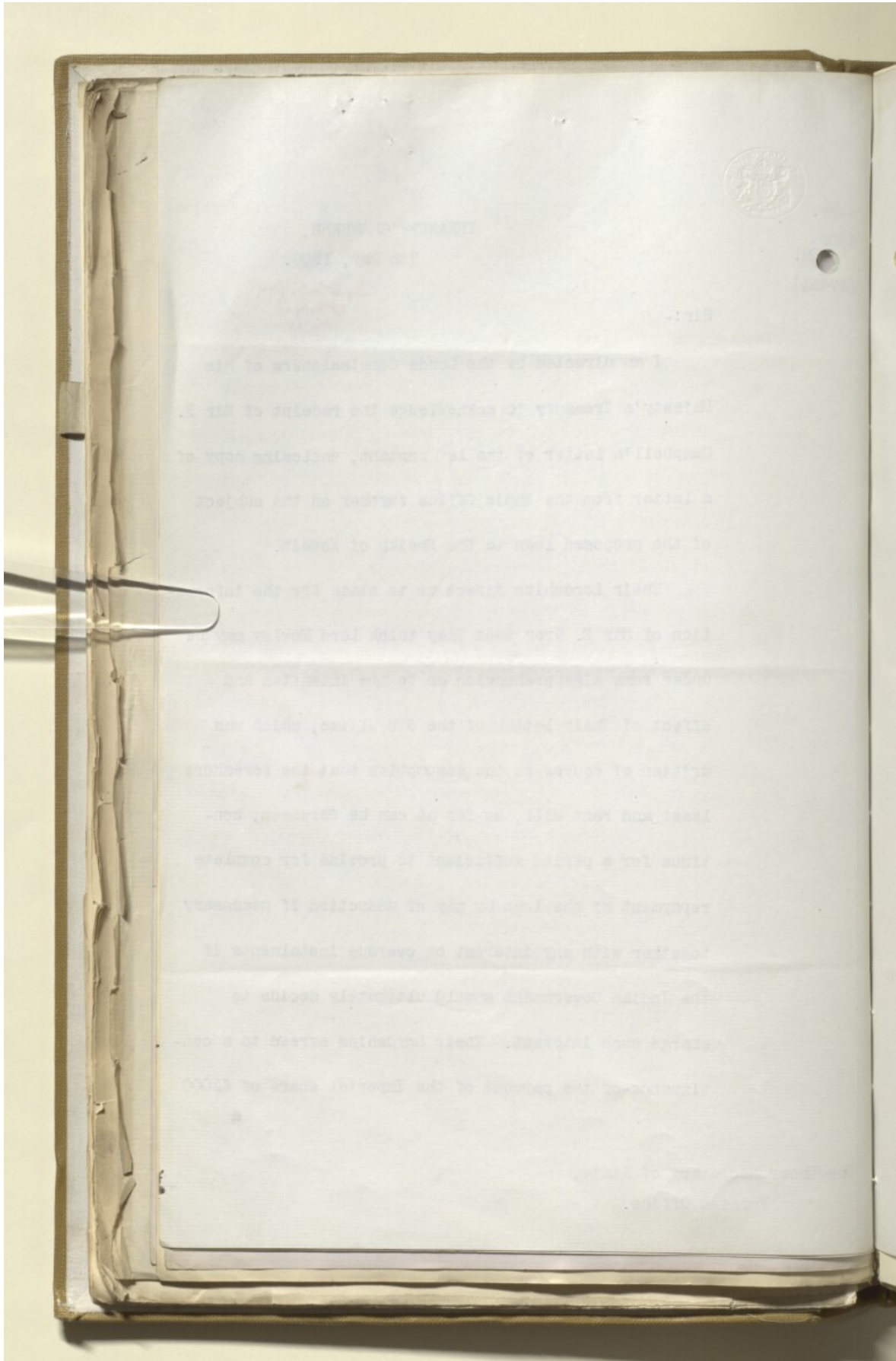


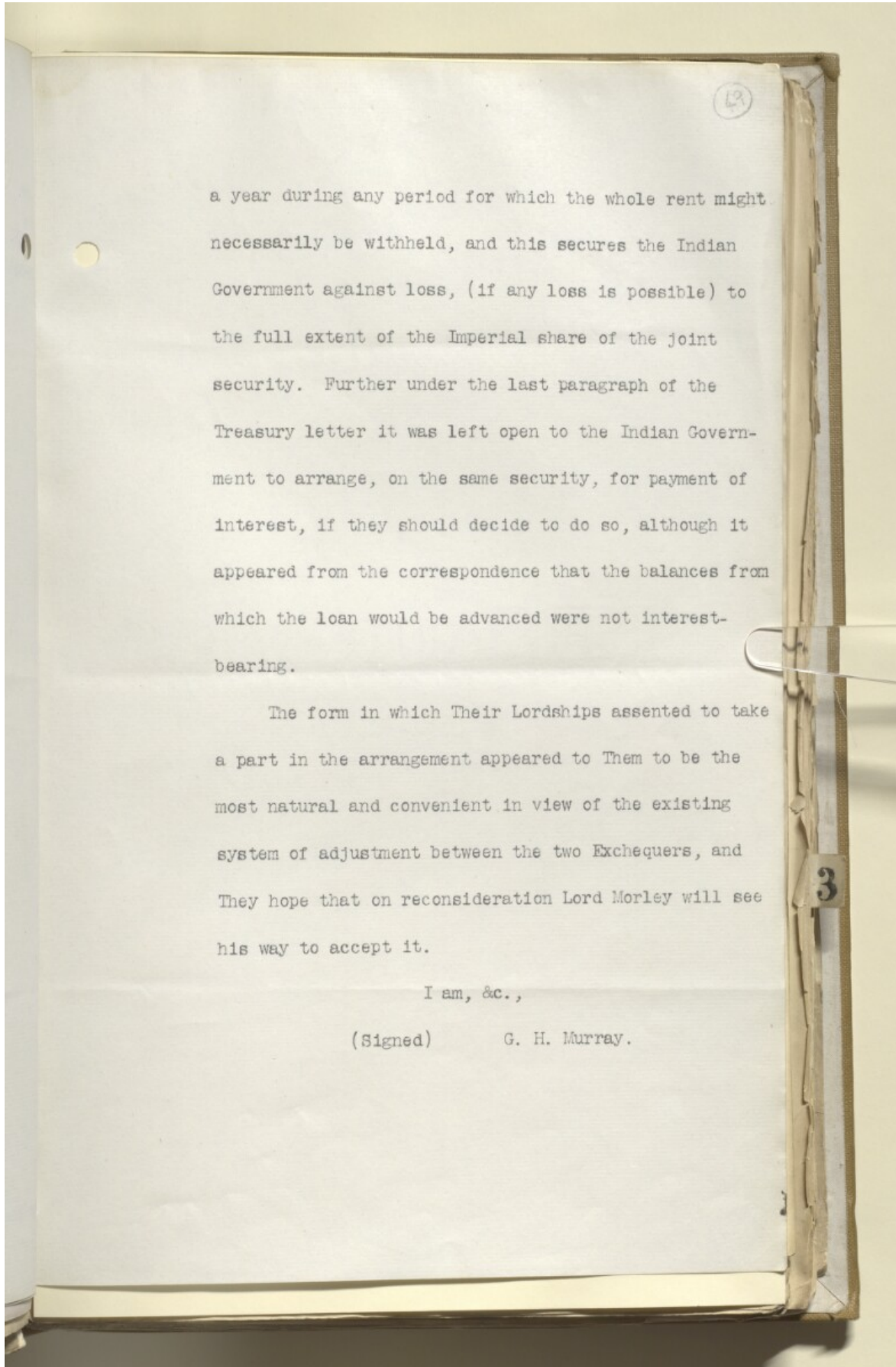


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٤٧ظ] (٢٤٢/٩٤)







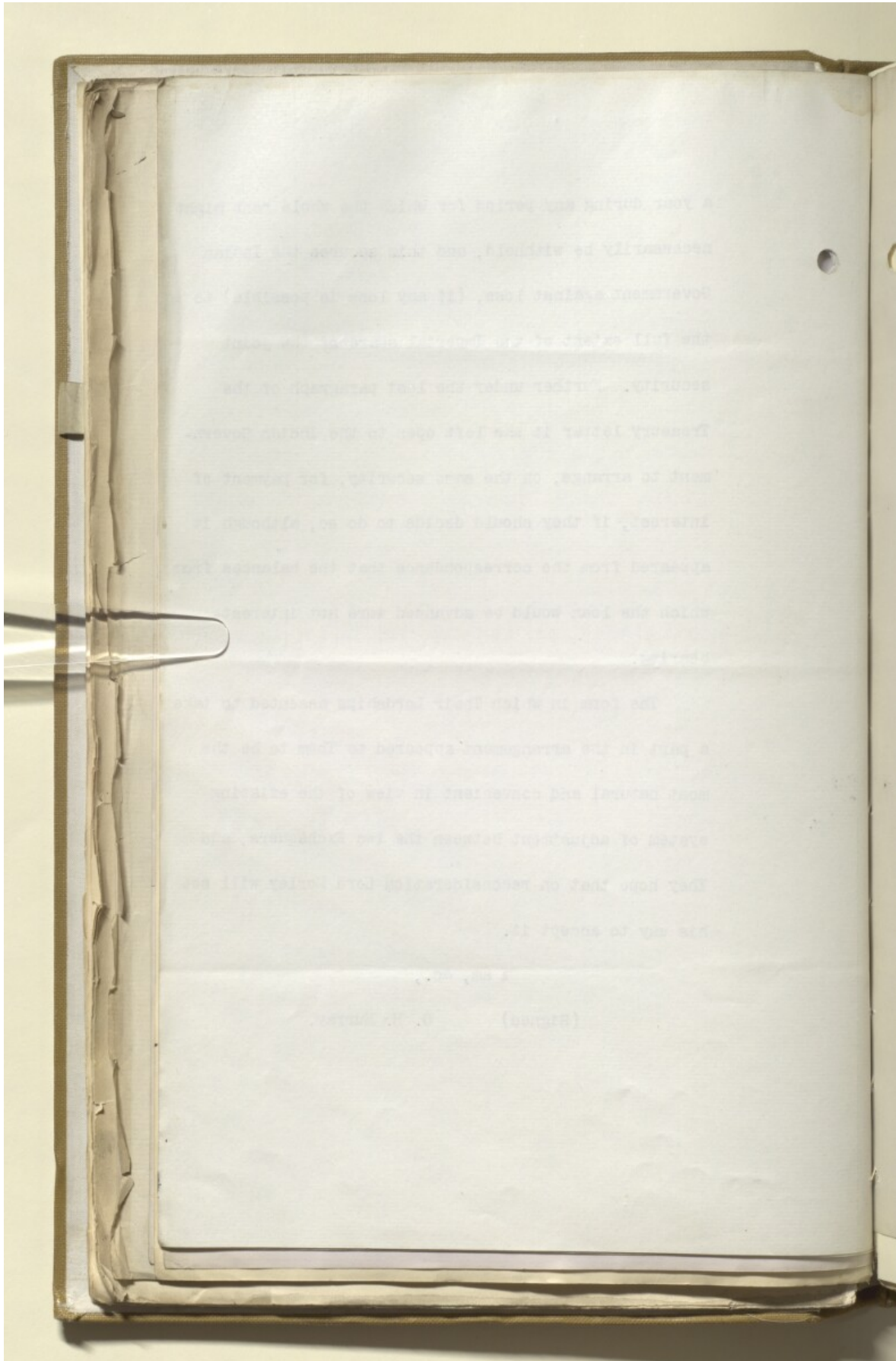


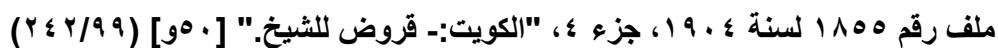
a year during any period for which the whole rent might necessarily be withheld, and this secures the Indian Government against loss, (if any loss is possible) to the full extent of the Imperial share of the joint security. Further under the last paragraph of the Treasury letter it was left open to the Indian Government to arrange, on the same security, for payment of interest, if they should decide to do so, although it appeared from the correspondence that the balances from which the loan would be advanced were not interest-bearing.

The form in which Their Lordships assented to take a part in the arrangement appeared to Them to be the most natural and convenient in view of the existing system of adjustment between the two Exchequers, and They hope that on reconsideration Lord Morley will see his way to accept it.

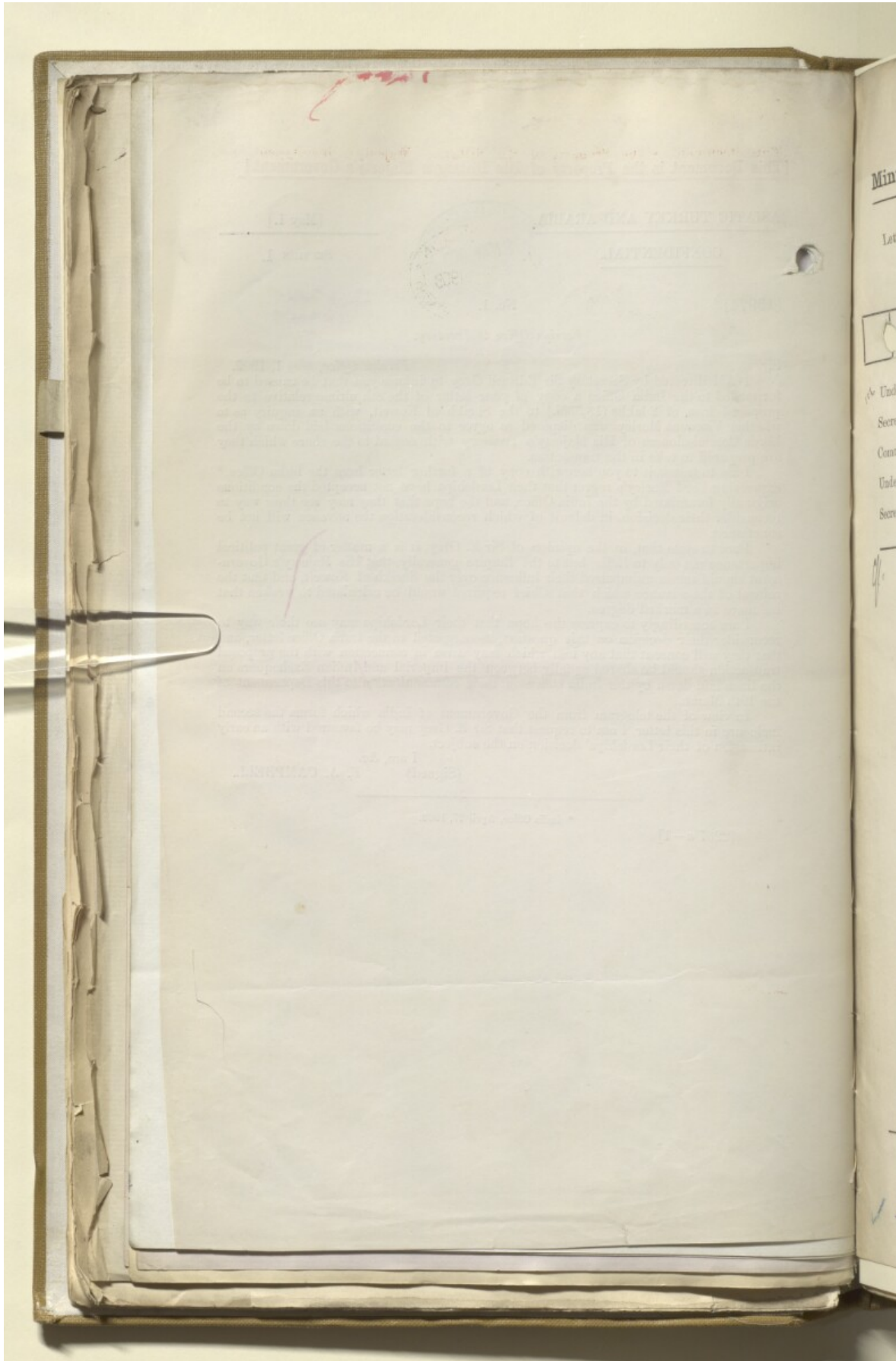
I am, &c.,

(Signed) G. H. Murray.





3





Register No. 3280

Minute Paper. Secret Department.

Letter from F.O., Dated 19 April 1909. Rec. 20 April 1909.

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary	21 4	KK	Koweit. Conditions on which the Treasury are prepared to accept the proposal to grant a loan to the Sheikh.
Secretary of State	22 3	af	
Committee	27	Mc	
Under Secretary	27	KK	
Secretary of State			

Copy to India (see within)

Offn letter sent tel^m 27 April 1909
Telegram sent 27 April 1909

Amended Off. to F.O. & Off. to Vicoy, in accordance with the instructions of 23 April

27 April - Amended off. appd. Pl. Commr with alteration

Letter to F.O., 27 April.

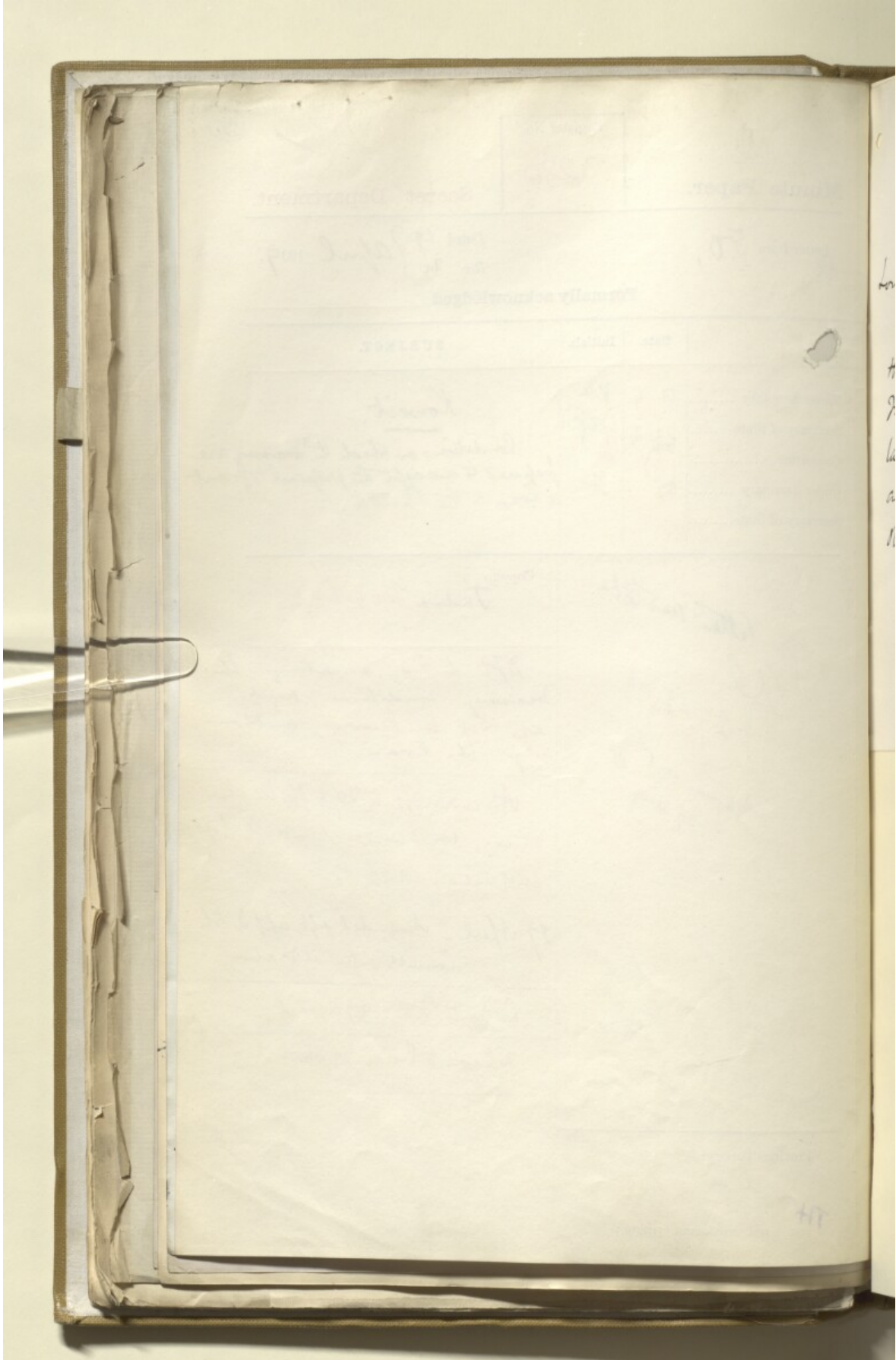
Telegram to Vicoy 27 April

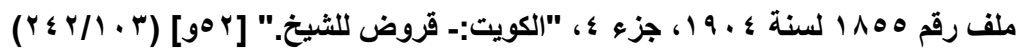
Previous Papers: 421

3489. I. 1135. 2000.-6/1908. [1779/07.]



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٥١ظ] (٢٤٢/١٠٢)

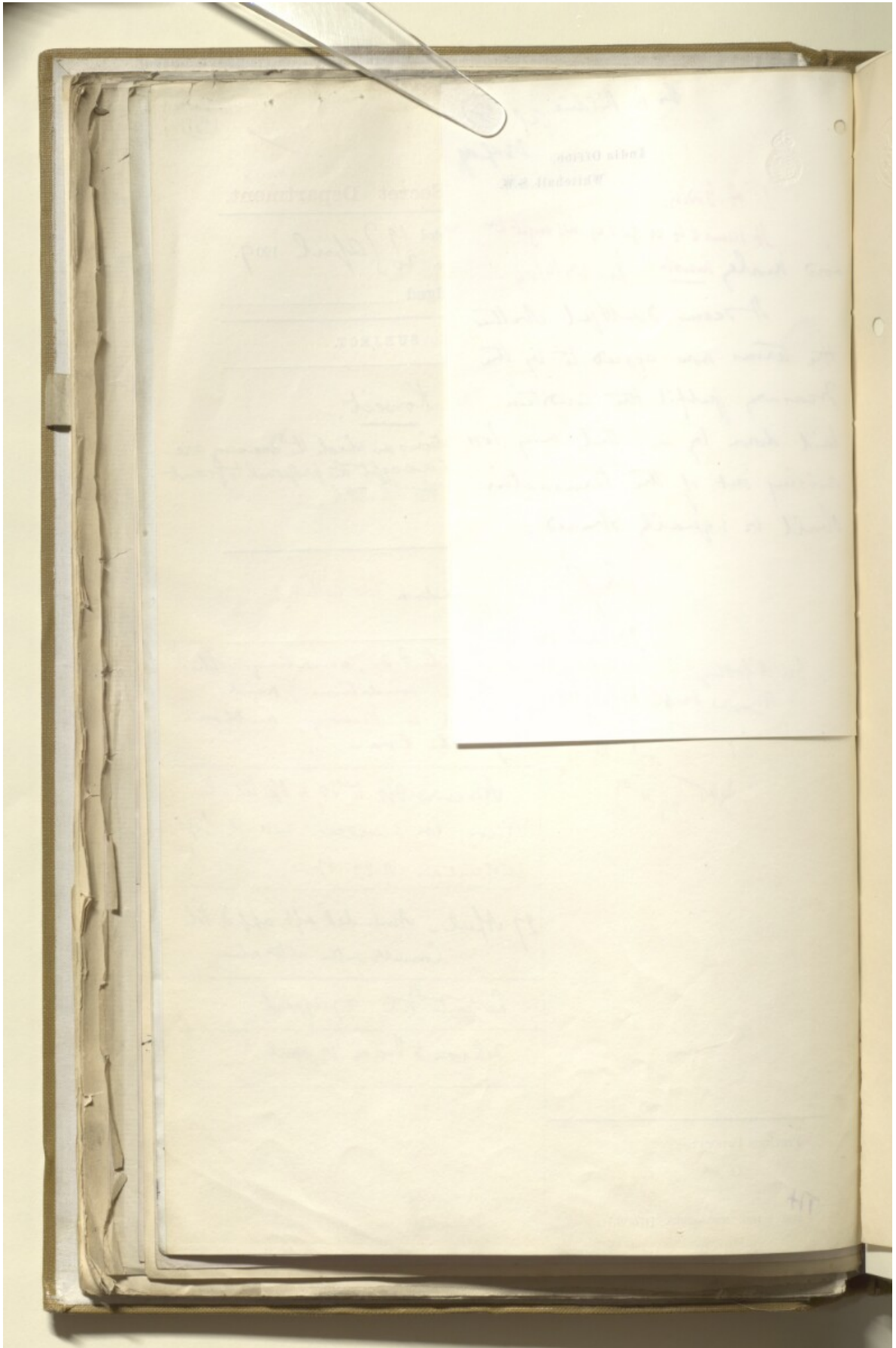




3



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٥٢ظ] (٢٤٢/١٠٤)





Minute.

The loan proposed is £13,333, free of interest, to be repaid in two yearly instalments by the Shikh, and the British & Indian Gvts. are each of them paying him £2000 a year for the rent of his furshore.

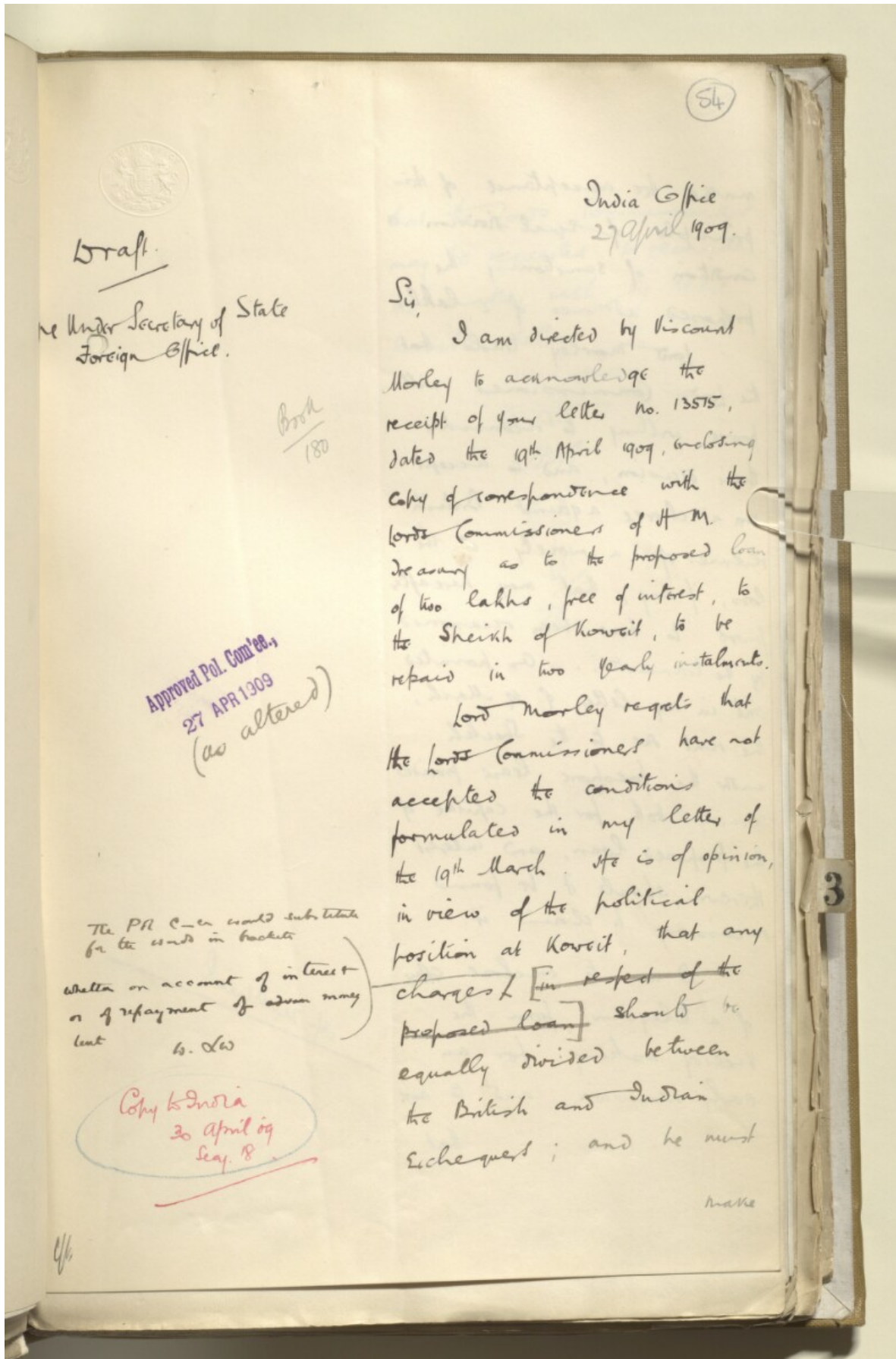
The Treasury are willing that this £2000 a year should, if necessary, be retained by the Govt. of India - instead of being made over to the Shikh - by way of adjustment, till the loan is wiped off. If the Govt. of India were to withhold this sum £2000 a year also, the loan might be wiped off in under 4 years.

The Treasury think that "any question of interest might remain the concern of the Indian Govt." At first, at any rate, there will be no loss to the Indian Govt. because the loan can be made from the Indian Treasury balance at Bushire and on that balance the Imperial Bank of Persia pays no interest. If the depleted balance were to be replenished



hereafter by the Govt. of India,
there would, properly speaking,
be a loss of interest (at the
rate at which Govt. could lend
its money), but it should be
observed that the Sheikh could
be called on, if desired, after
two years, to pay interest on
this loan, and the amount
of that interest could be
deducted from the Indian payment
of £2,000 a year rent.

The Financial Dept. think
that the Treasury conditions might
be accepted.



Draft.

The Under Secretary of State
Foreign Office.

Book
180

Approved Pol. Comm.
27 APR 1909
(as altered)

The PR Com. would substitute
for the words in brackets
whether on account of interest
or of repayment of advance money
lent
to. &c.

Copy to India
30 April 09
Seq. 8

India Office
27 April 1909.

Sir,

I am directed by Viscount
Morley to acknowledge the
receipt of your letter no. 13575,
dated the 19th April 1909, enclosing
copy of correspondence with the
Lords Commissioners of H.M.
Treasury as to the proposed loan
of two lakhs, free of interest, to
the Sheikh of Kuwait, to be
repaid in two yearly instalments.

Lord Morley regrets that
the Lords Commissioners have not
accepted the conditions
formulated in my letter of
the 19th March. He is of opinion,
in view of the political
position at Kuwait, that any
charges ~~in respect of the~~
~~proposed loan~~ should be
equally divided between
the British and Indian
Exchequer; and he must

make

3

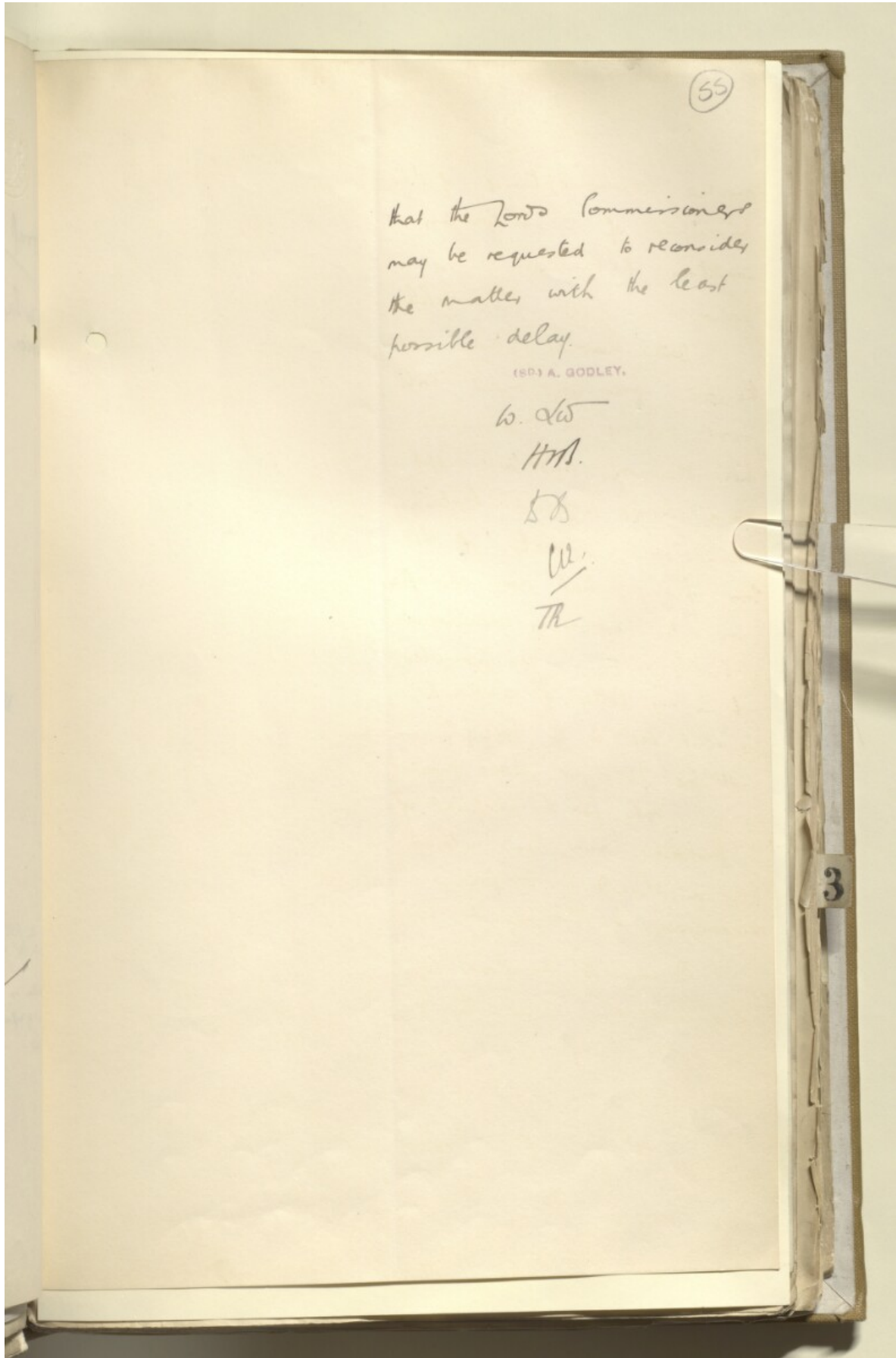


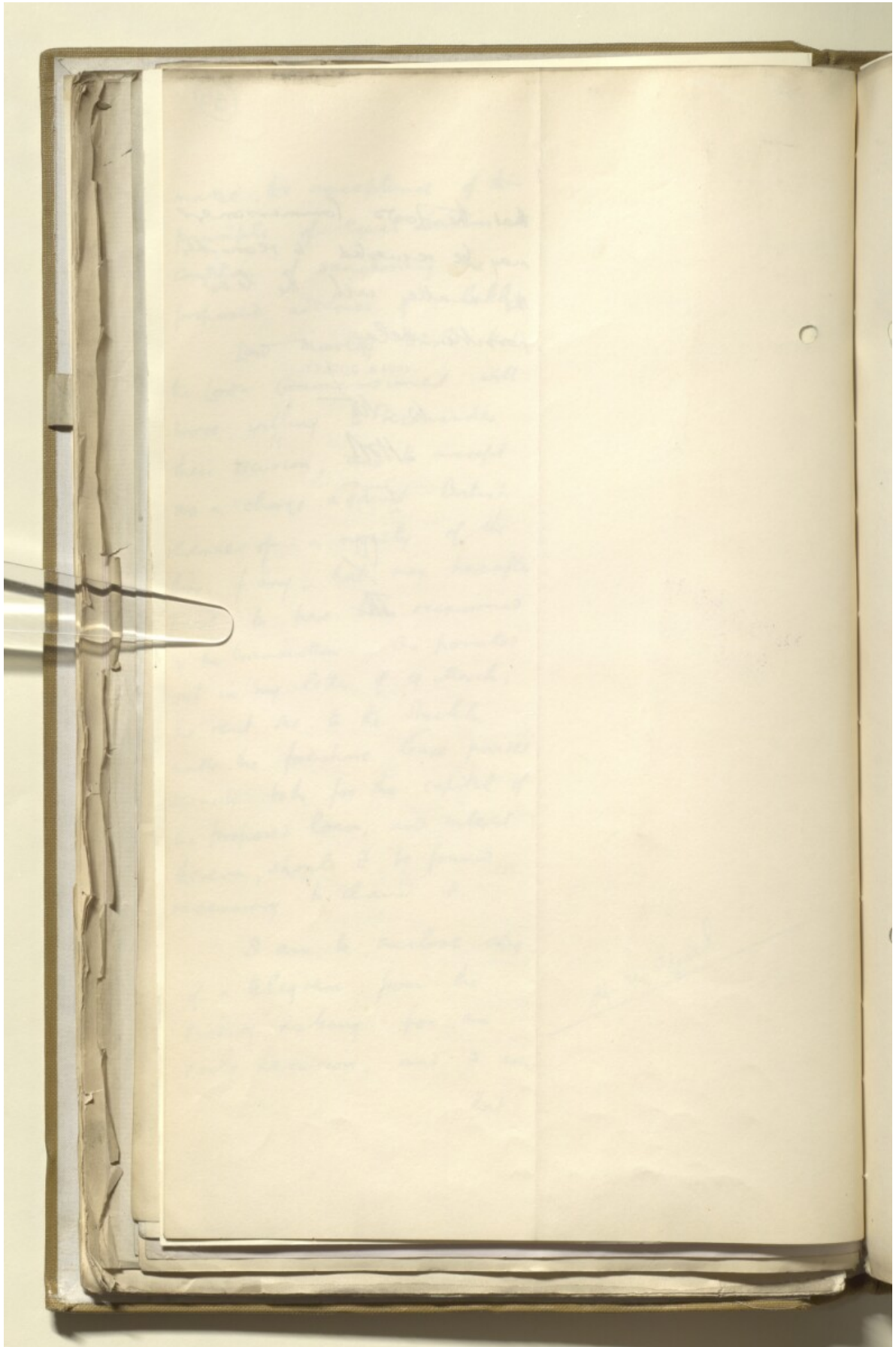
make the acceptance of this principle of equal division a condition of sanctioning the proposed advance of 2 lakhs.

Lord Morley trusts that the Lords Commissioners will prove willing to reconsider their decision, and to accept ~~as~~ a charge against British revenue of a moiety of the loss, if any, that may hereafter prove to have been occasioned by the transaction. As pointed out in my letter of 19 March, the rent due to the Sheikh under the foreshore lease provides security both for the capital of the proposed loan, and interest thereon, should it be found necessary to claim it.

I am to enclose copy of a telegram from the Viceroy, asking for an early decision, and to ask that

of 22 April







ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ". [٥٦] [٢٤٢/١١١]

(56)

DRAFT TELEGRAM. *

3280

Despatched * 27/4 1909.

SECRETARY OF STATE

TO

CEROY, FOREIGN DEPARTMENT.

(Vafrorum)

Foreign Secret. Your telegram of the 24th inst. Loan to Sheikh of Kuwait. Matter under consideration with Treasury. Will reply as soon as possible.

w. d. w.
HWA.
SB
ms.
TR

3

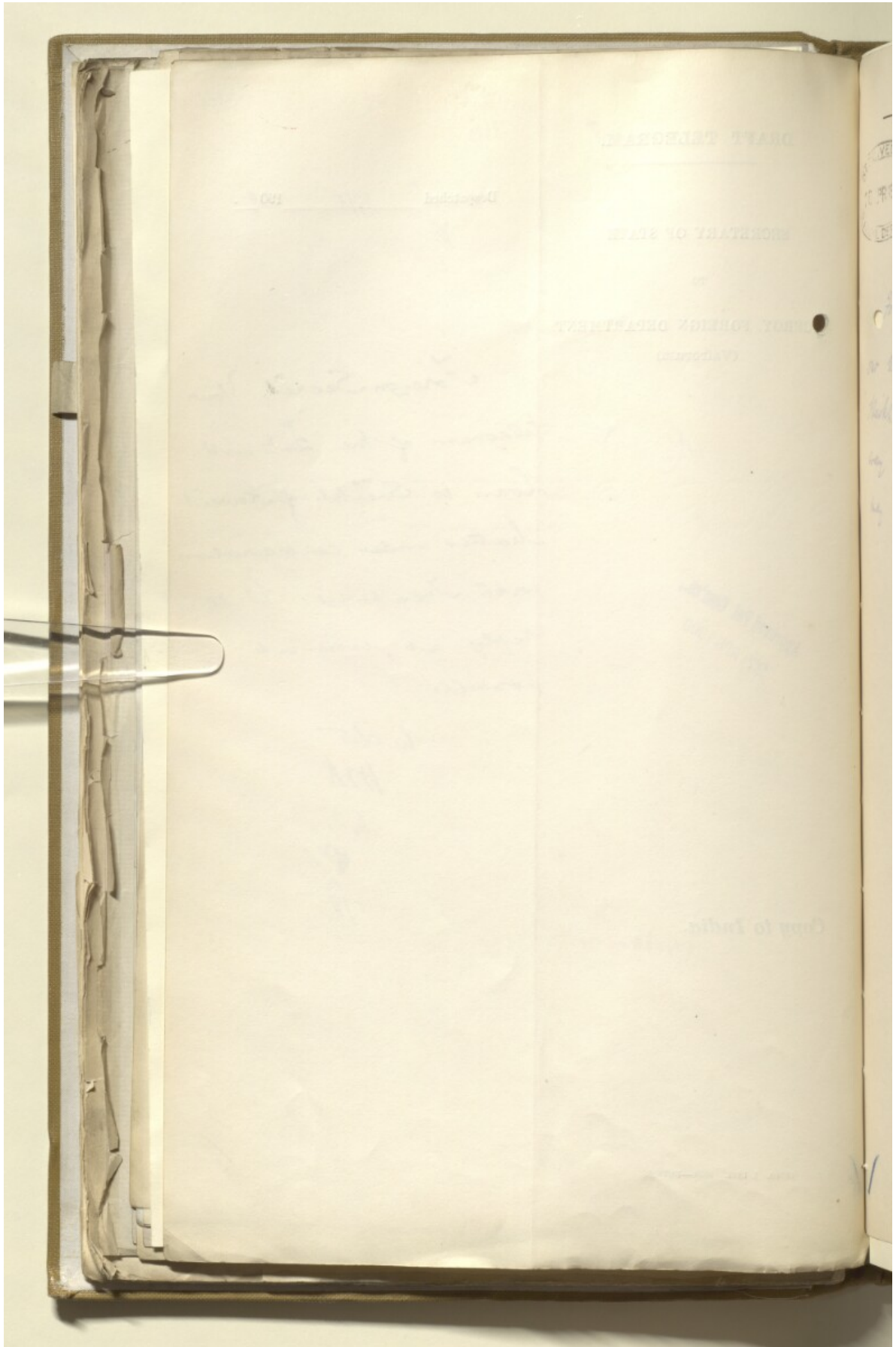
Approved Pol. Comtee.
27 APR 1909

Copy to India.
(+p) May 14.

18019. I. 1841. 1000.—10/1906.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٥٦ظ] (٢٤٢/١١٢)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٥٧] [٢٤٢/١١٣]

630

Departments are requested, if they suspect that there is any mistake in this telegram, to communicate immediately with the Private Secretary to the Parliamentary Under Secretary of State.

RECEIVED IN
10 APR 1909
L. DEPARTMENT

COPY OF TELEGRAM.

FROM *London*

DATED *London 24th April '09*

RECEIVED AT LONDON OFFICE *12 46 PM*

Correlates with 3280

Telegram sent. Loan for Sheikh of Kuwait. Please see our telegram of 19th ultimo. See telegraph of 21st April. The Sheikh is very anxious to get a definite answer one way or the other. Should be glad to know when we may expect instructions.

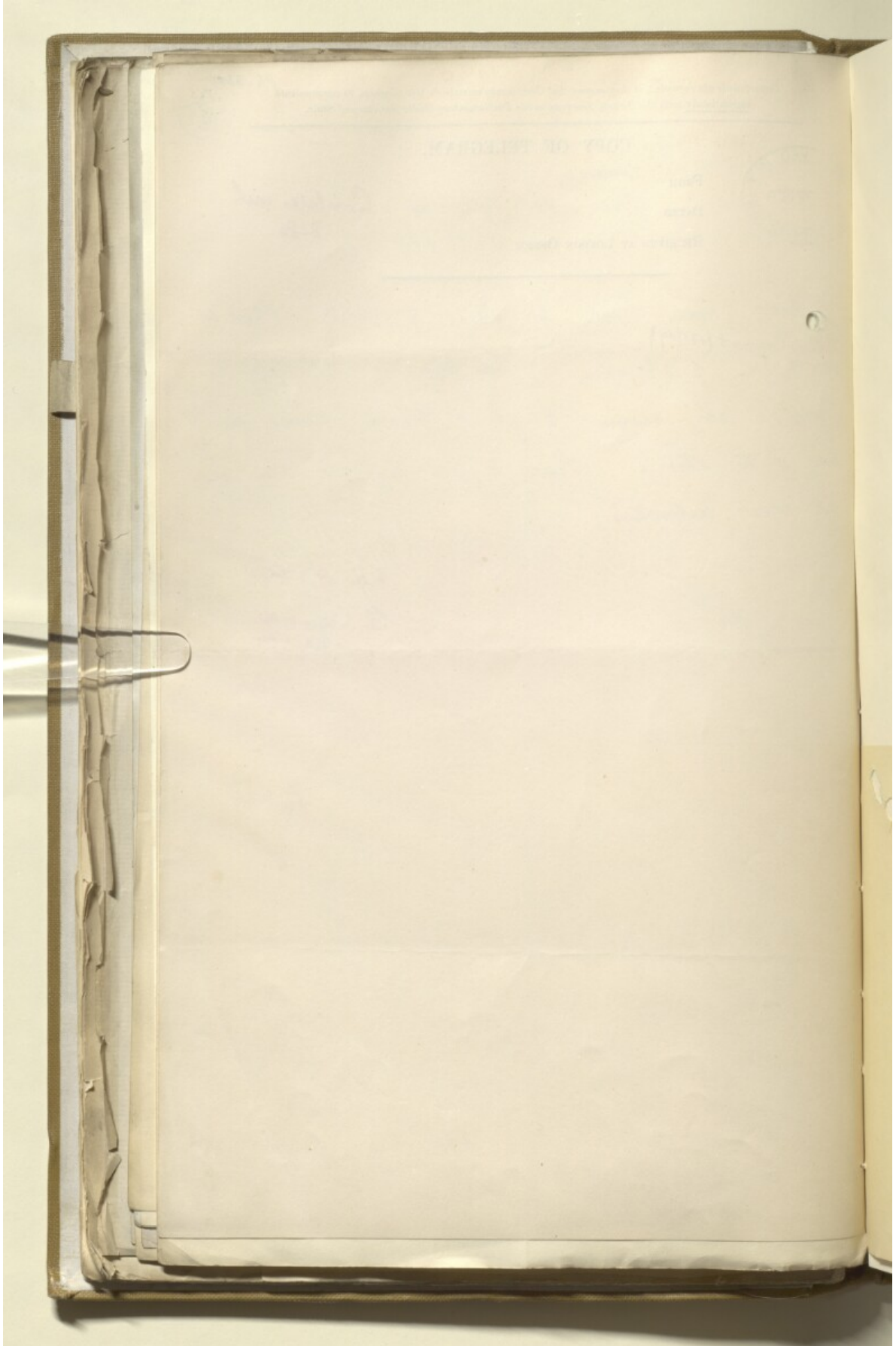
India @ 7 May

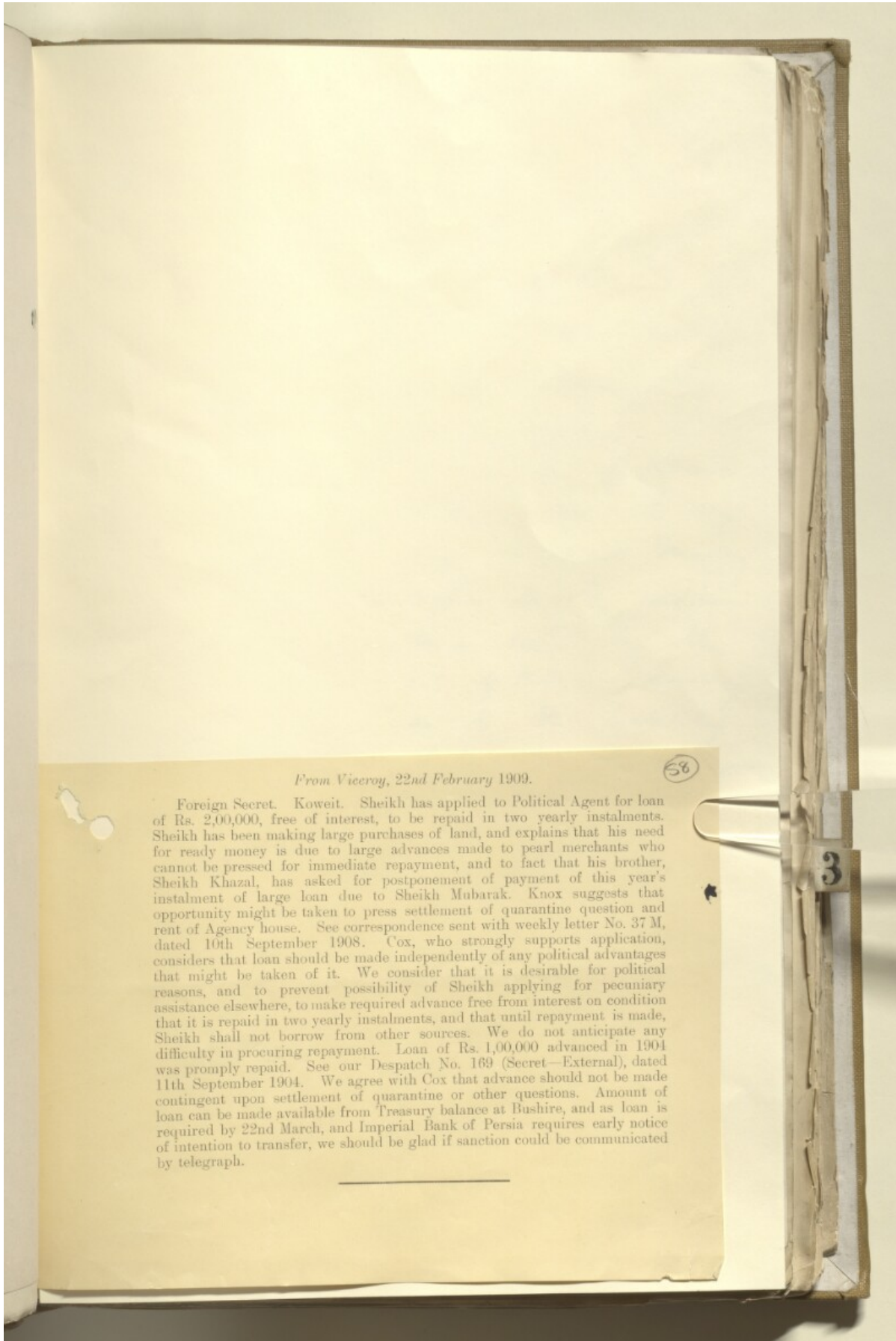
*Copy to 705 @ 27 Apr
LC @ 3 May*

3



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٥٧ظ] (٢٤٢/١١٤)



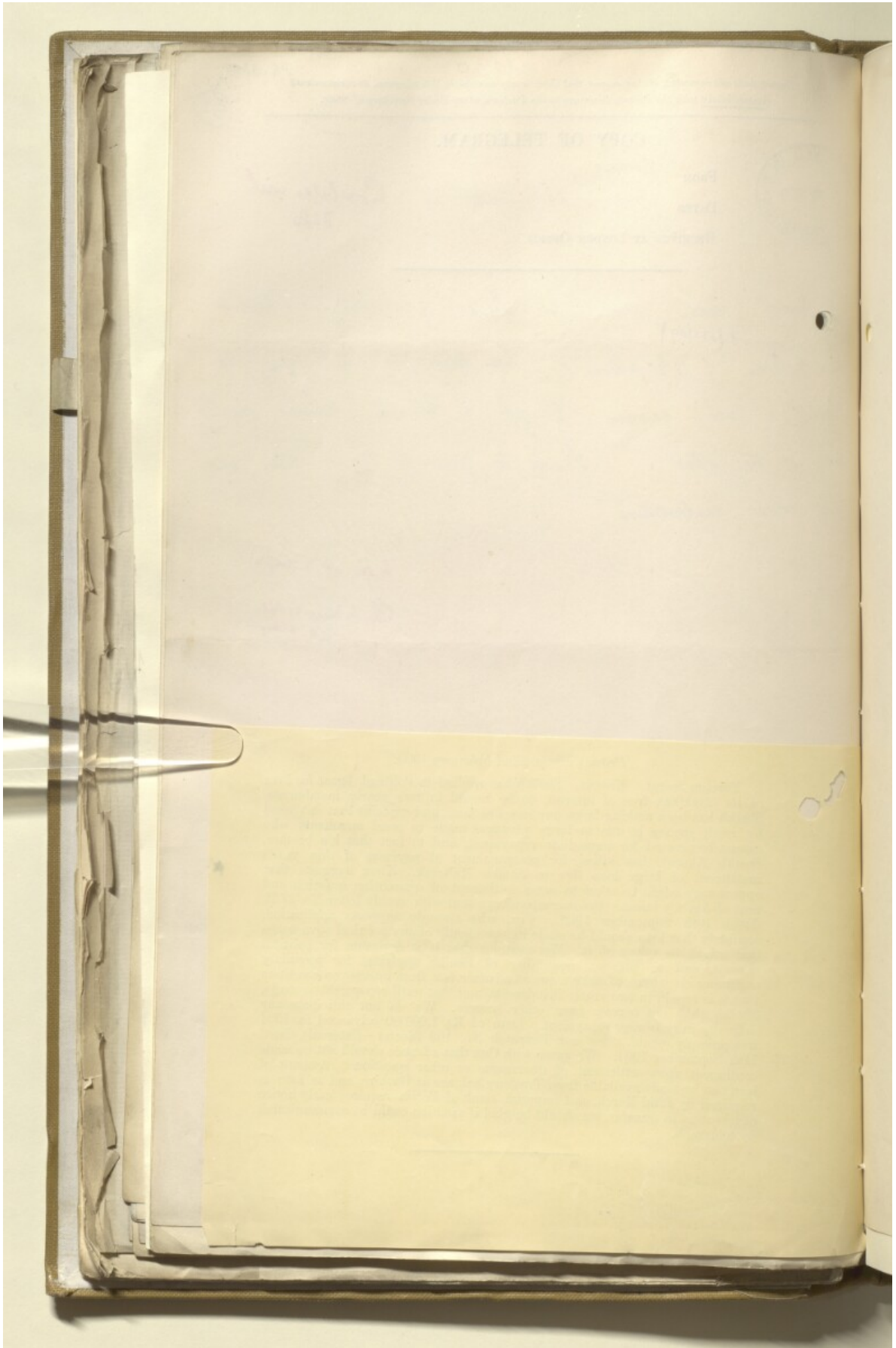


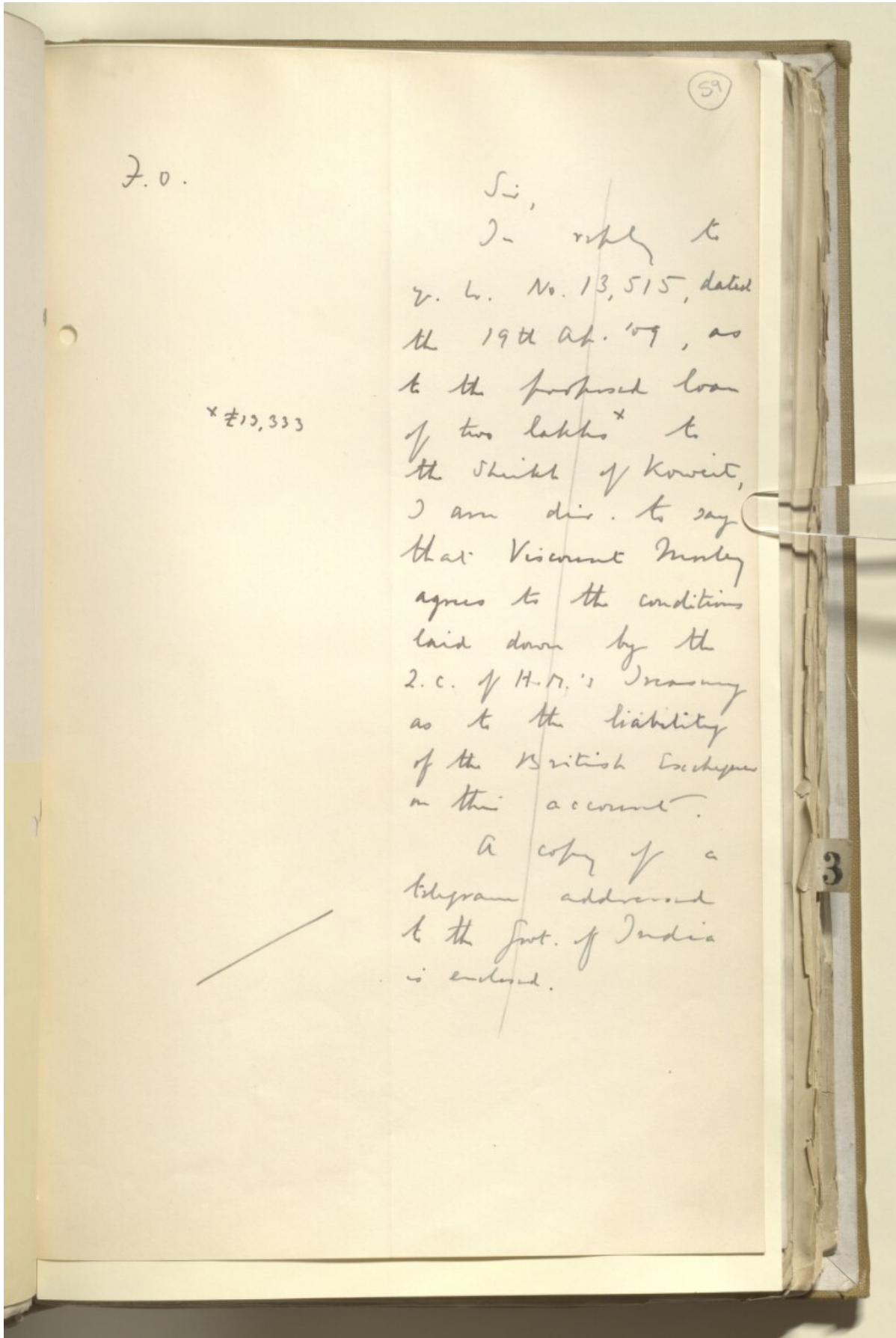
From Viceroy, 22nd February 1909.

Foreign Secret. Koweit. Sheikh has applied to Political Agent for loan of Rs. 2,00,000, free of interest, to be repaid in two yearly instalments. Sheikh has been making large purchases of land, and explains that his need for ready money is due to large advances made to pearl merchants who cannot be pressed for immediate repayment, and to fact that his brother, Sheikh Khazal, has asked for postponement of payment of this year's instalment of large loan due to Sheikh Mubarak. Knox suggests that opportunity might be taken to press settlement of quarantine question and rent of Agency house. See correspondence sent with weekly letter No. 37 M, dated 10th September 1908. Cox, who strongly supports application, considers that loan should be made independently of any political advantages that might be taken of it. We consider that it is desirable for political reasons, and to prevent possibility of Sheikh applying for pecuniary assistance elsewhere, to make required advance free from interest on condition that it is repaid in two yearly instalments, and that until repayment is made, Sheikh shall not borrow from other sources. We do not anticipate any difficulty in procuring repayment. Loan of Rs. 1,00,000 advanced in 1904 was promptly repaid. See our Despatch No. 169 (Secret—External), dated 11th September 1904. We agree with Cox that advance should not be made contingent upon settlement of quarantine or other questions. Amount of loan can be made available from Treasury balance at Bushire, and as loan is required by 22nd March, and Imperial Bank of Persia requires early notice of intention to transfer, we should be glad if sanction could be communicated by telegraph.



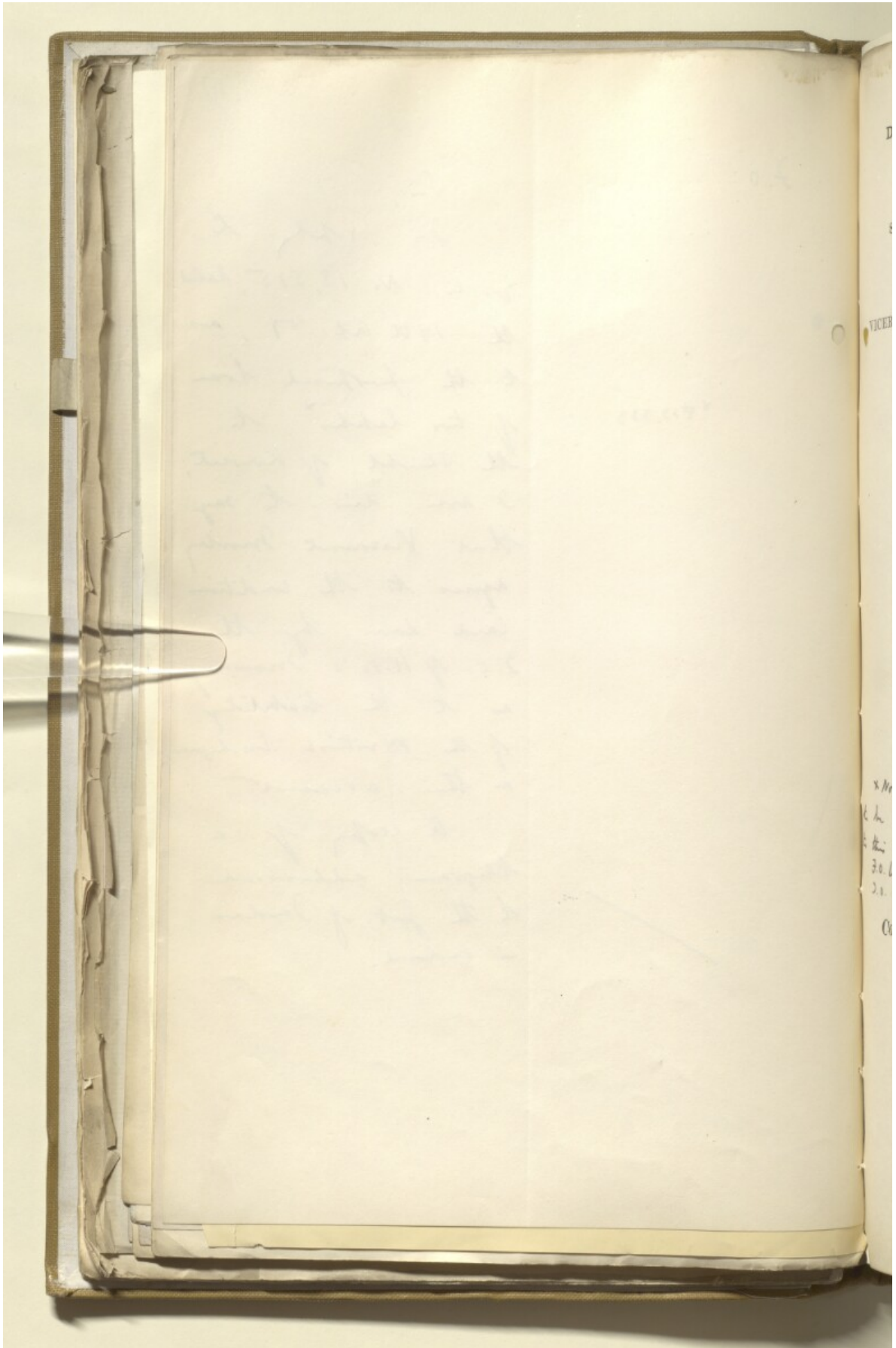
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٥٨ظ] (٢٤٢/١١٦)

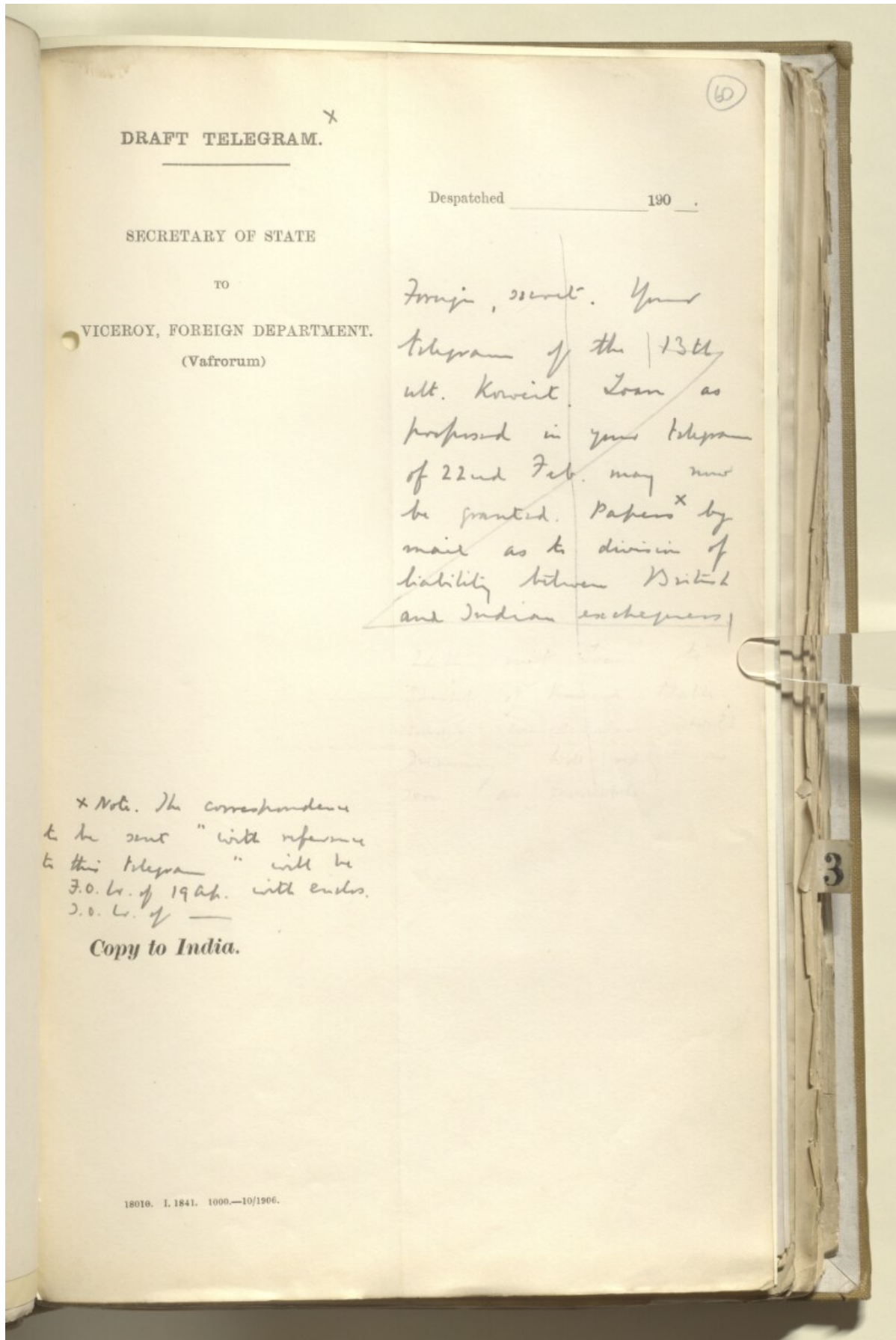
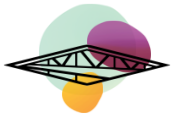


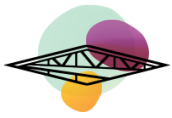




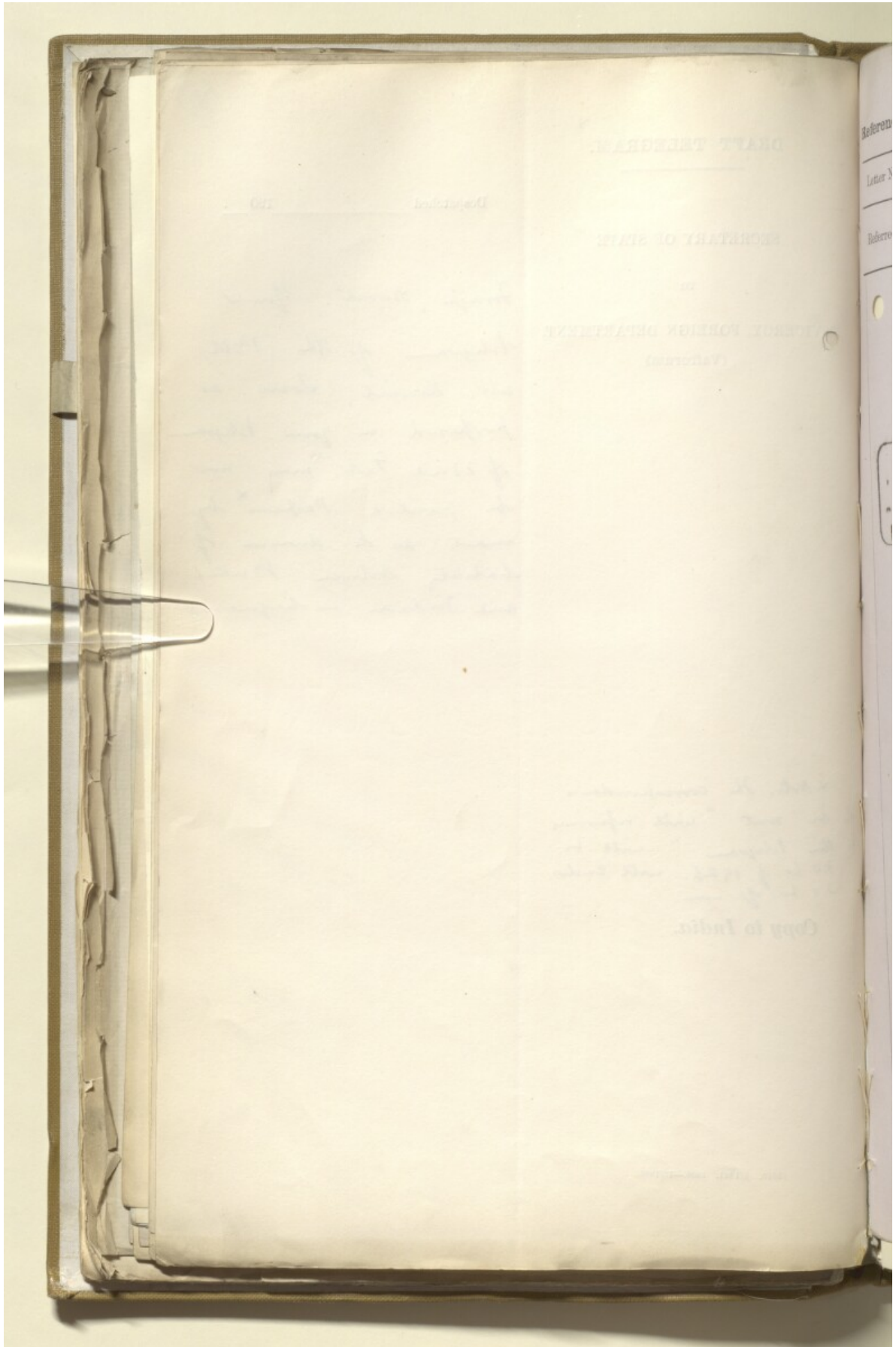
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٥٩ظ] (٢٤٢/١١٨)







ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٦٠ظ] (٢٤٢/١٢٠)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ". [٦١] [٢٤٢/١٢١]

Confid.

Reference Paper. Political and Secret Department. (b1)

Letter No. 3280 Rec. 190

Referred to The Finance Section 20 day of April 1909.

In ~~the~~ presence of
M. L. H.

The conditions offered by the Treasury
may, it is thought, be accepted.

J. H. Newmarch
20.4.09

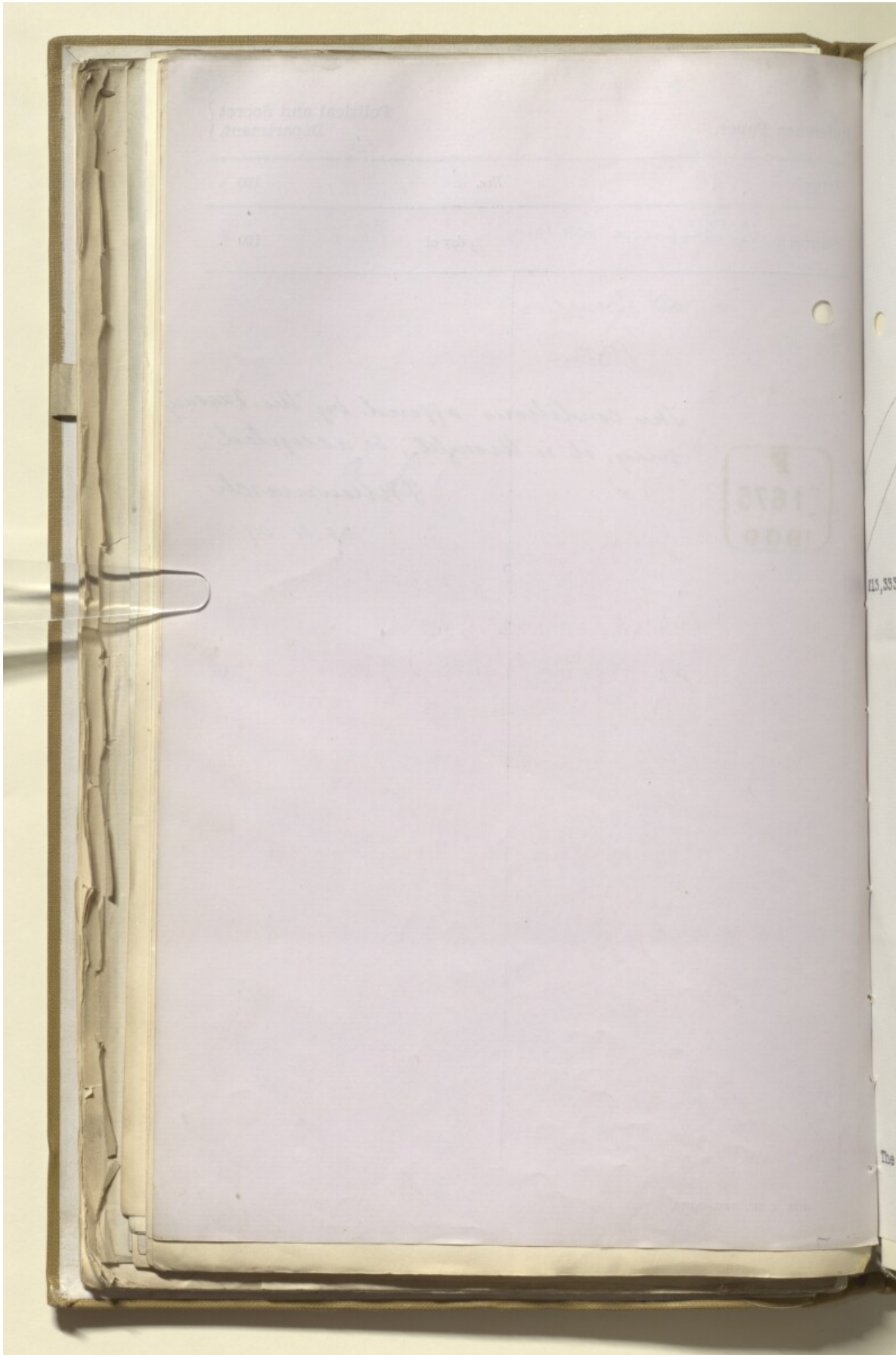
F
1675
1909

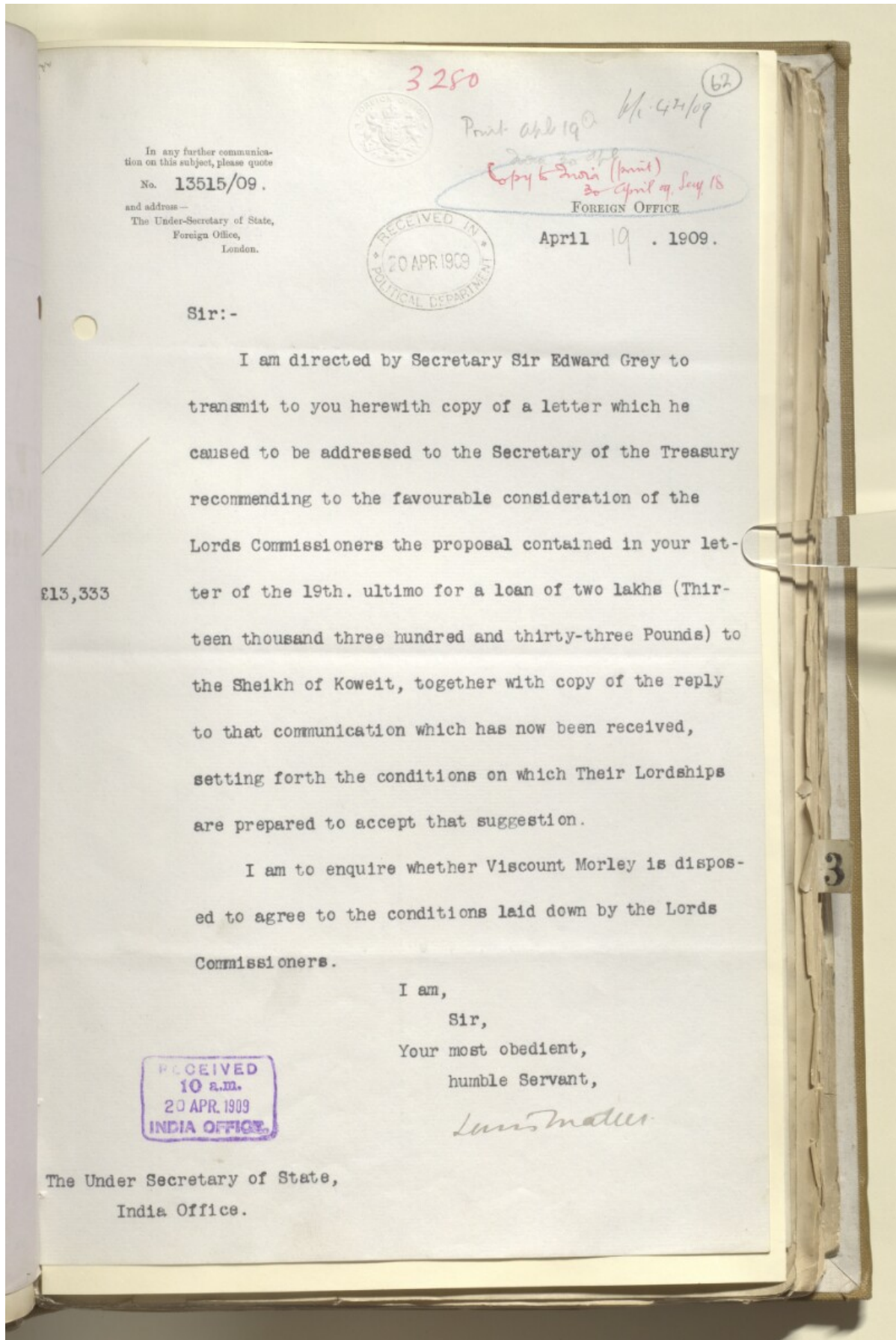
2778. I. 447. 1000.—3/1908.

3



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٦١ظ] (٢٤٢/١٢٢)





In any further communication on this subject, please quote
No. 13515/09.
and address—
The Under-Secretary of State,
Foreign Office,
London.

3280
Printed 1909
62
Copy to Sheikh (Print)
20 April 1909
FOREIGN OFFICE
RECEIVED IN
20 APR 1909
POLITICAL DEPARTMENT

April 19 . 1909.

Sir:-

I am directed by Secretary Sir Edward Grey to transmit to you herewith copy of a letter which he caused to be addressed to the Secretary of the Treasury recommending to the favourable consideration of the Lords Commissioners the proposal contained in your letter of the 19th. ultimo for a loan of two lakhs (Thirteen thousand three hundred and thirty-three Pounds) to the Sheikh of Kuwait, together with copy of the reply to that communication which has now been received, setting forth the conditions on which Their Lordships are prepared to accept that suggestion.

I am to enquire whether Viscount Morley is disposed to agree to the conditions laid down by the Lords Commissioners.

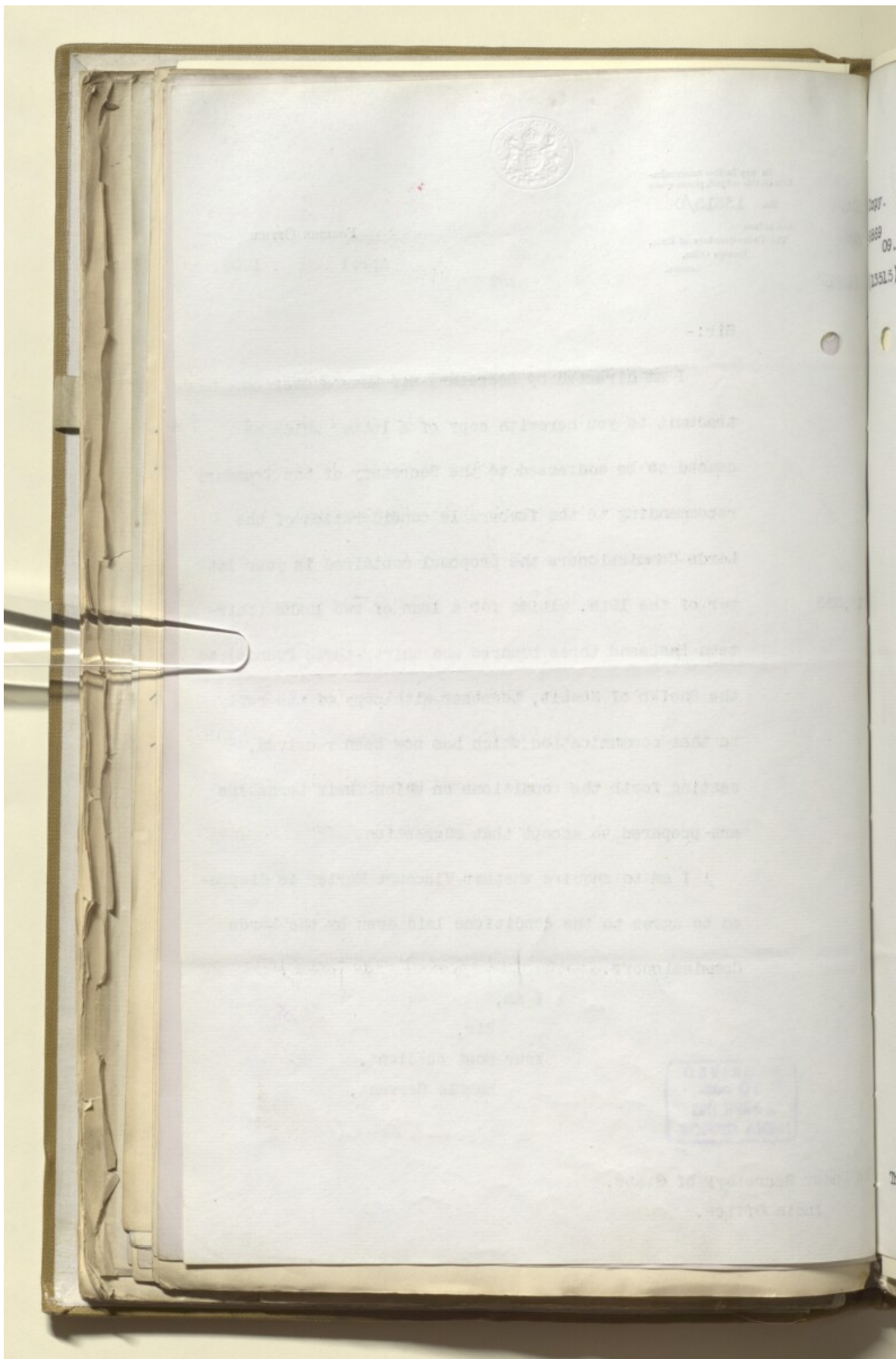
I am,
Sir,
Your most obedient,
humble servant,

Louis Moller

RECEIVED
10 a.m.
20 APR. 1909
INDIA OFFICE

The Under Secretary of State,
India Office.

3





Copy.
6869
09.
(13515)

Print April 10²
India 30 April
Copy to India (Print)
30 April 09
Scy 18
TREASURY CHAMBERS,
8th April, 1909.

Sir:-

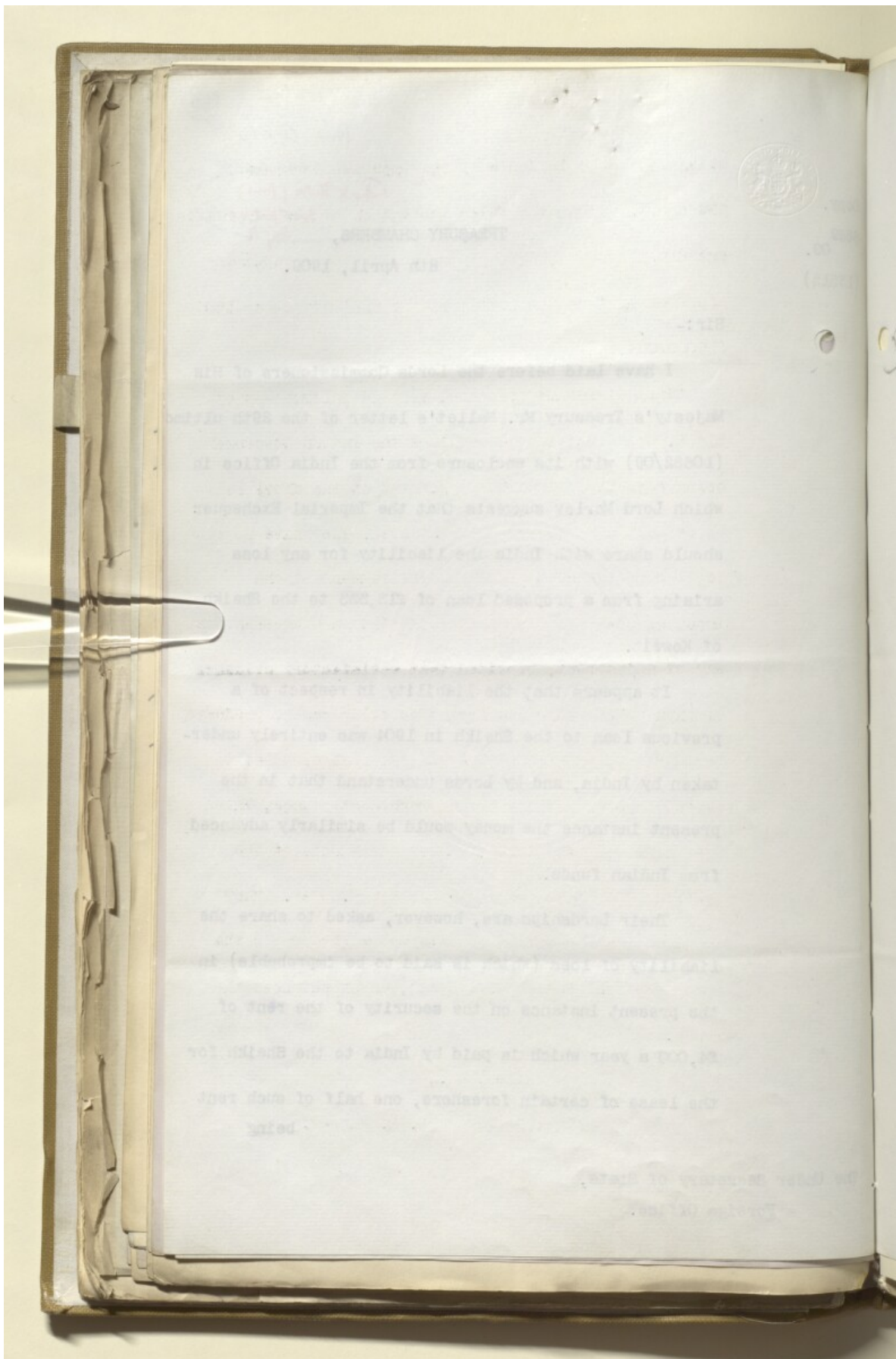
I have laid before the Lords Commissioners of His Majesty's Treasury Mr. Mallet's letter of the 29th ultimo (10682/09) with its enclosure from the India Office in which Lord Morley suggests that the Imperial Exchequer should share with India the liability for any loss arising from a proposed loan of £13,333 to the Sheikh of Koweit.

It appears that the liability in respect of a previous loan to the Sheikh in 1904 was entirely undertaken by India, and My Lords understand that in the present instance the money would be similarly advanced from Indian funds.

Their Lordships are, however, asked to share the liability of loss (which is said to be improbable) in the present instance on the security of the rent of £4,000 a year which is paid by India to the Sheikh for the lease of certain foreshore, one half of such rent being

The Under Secretary of State,
Foreign Office.

3





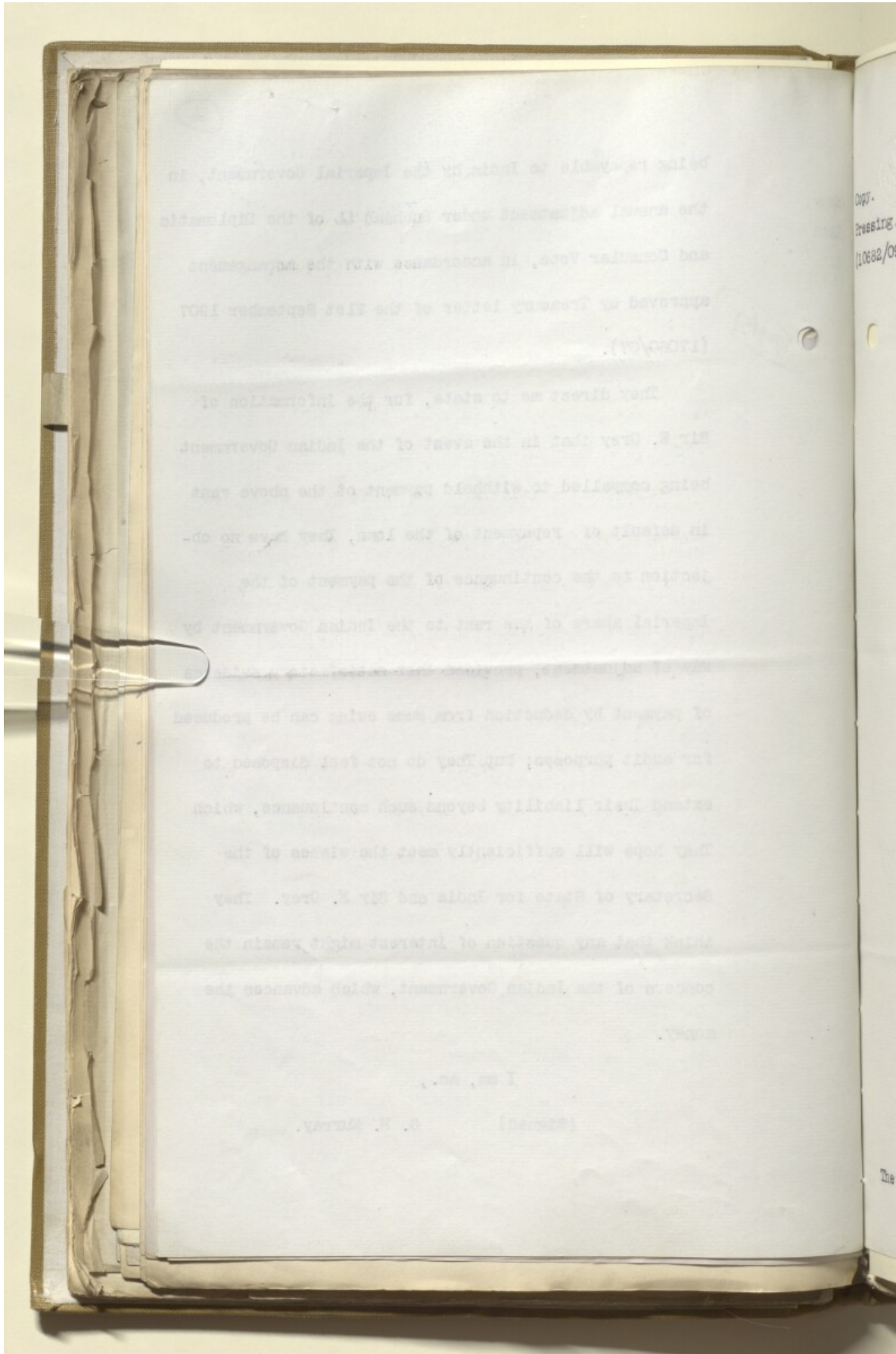
being repayable to India by the Imperial Government, in the annual adjustment under Subhead LL of the Diplomatic and Consular Vote, in accordance with the arrangement approved by Treasury letter of the 21st September 1907 (17060/07).

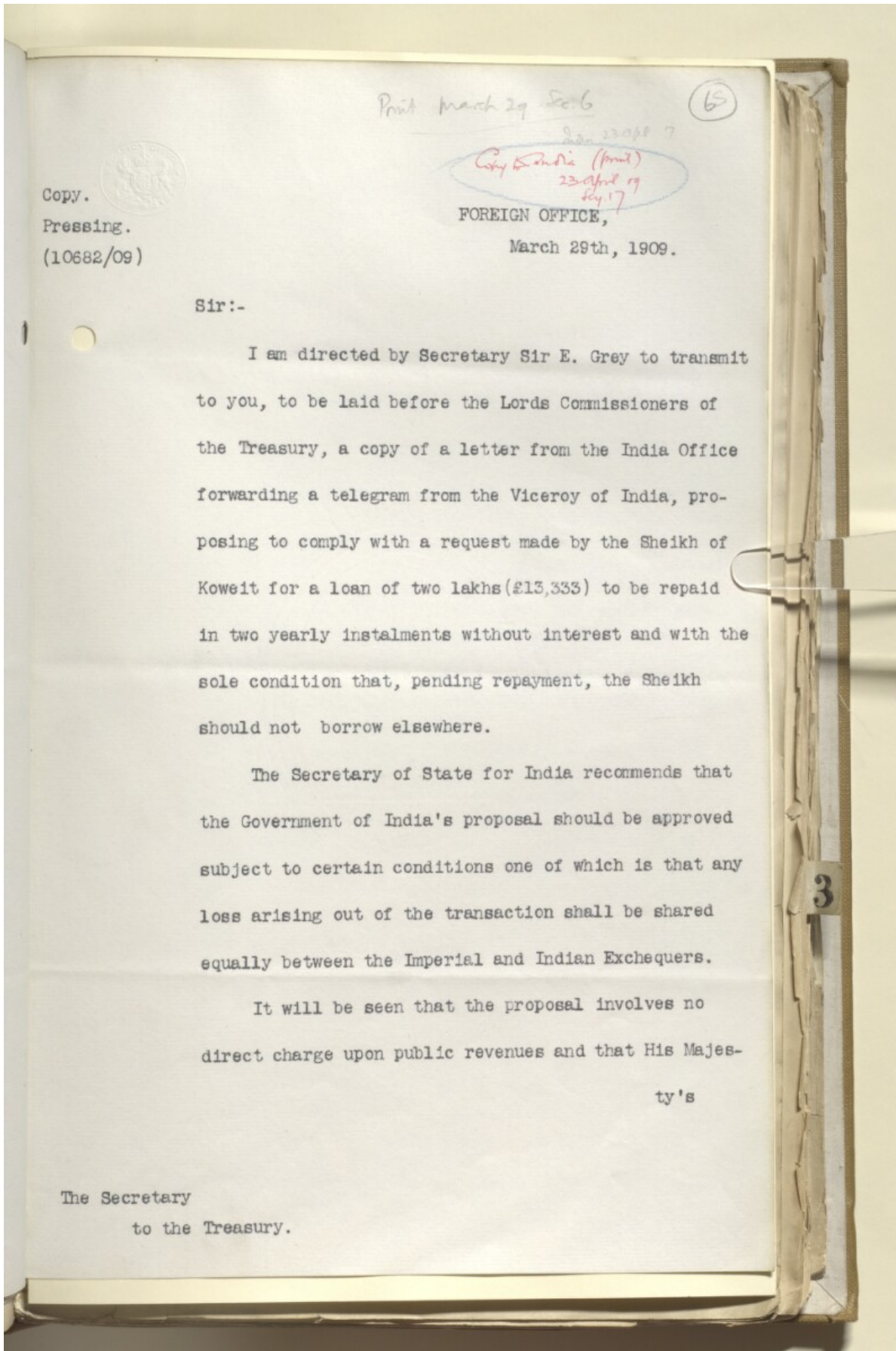
They direct me to state, for the information of Sir E. Grey that in the event of the Indian Government being compelled to withhold payment of the above rent in default of repayment of the loan, They have no objection to the continuance of the payment of the Imperial share of the rent to the Indian Government by way of adjustment, provided that satisfactory evidence of payment by deduction from sums owing can be produced for audit purposes; but They do not feel disposed to extend Their liability beyond such continuance, which They hope will sufficiently meet the wishes of the Secretary of State for India and Sir E. Grey. They think that any question of interest might remain the concern of the Indian Government, which advances the money.

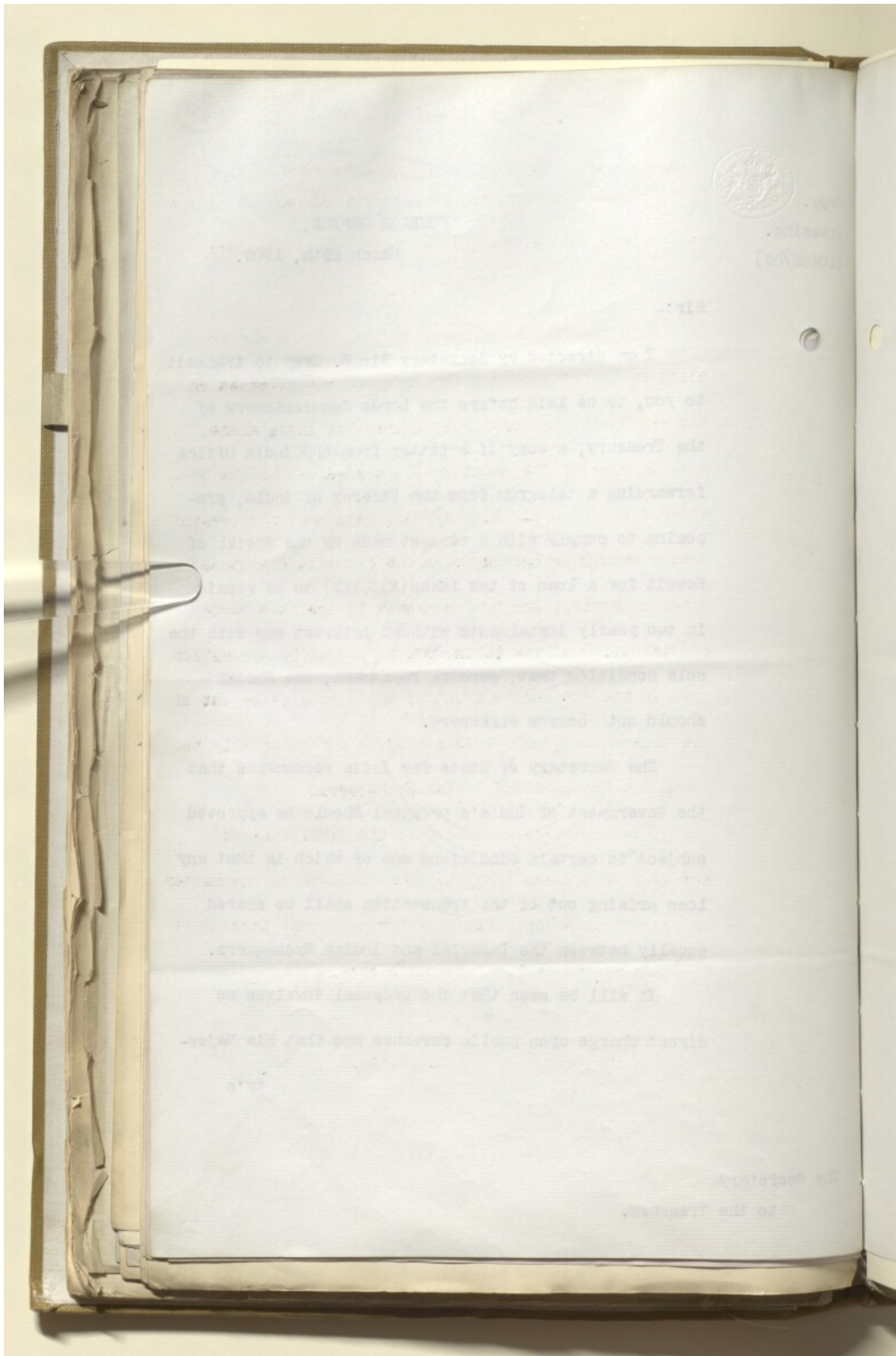
I am, &c.,

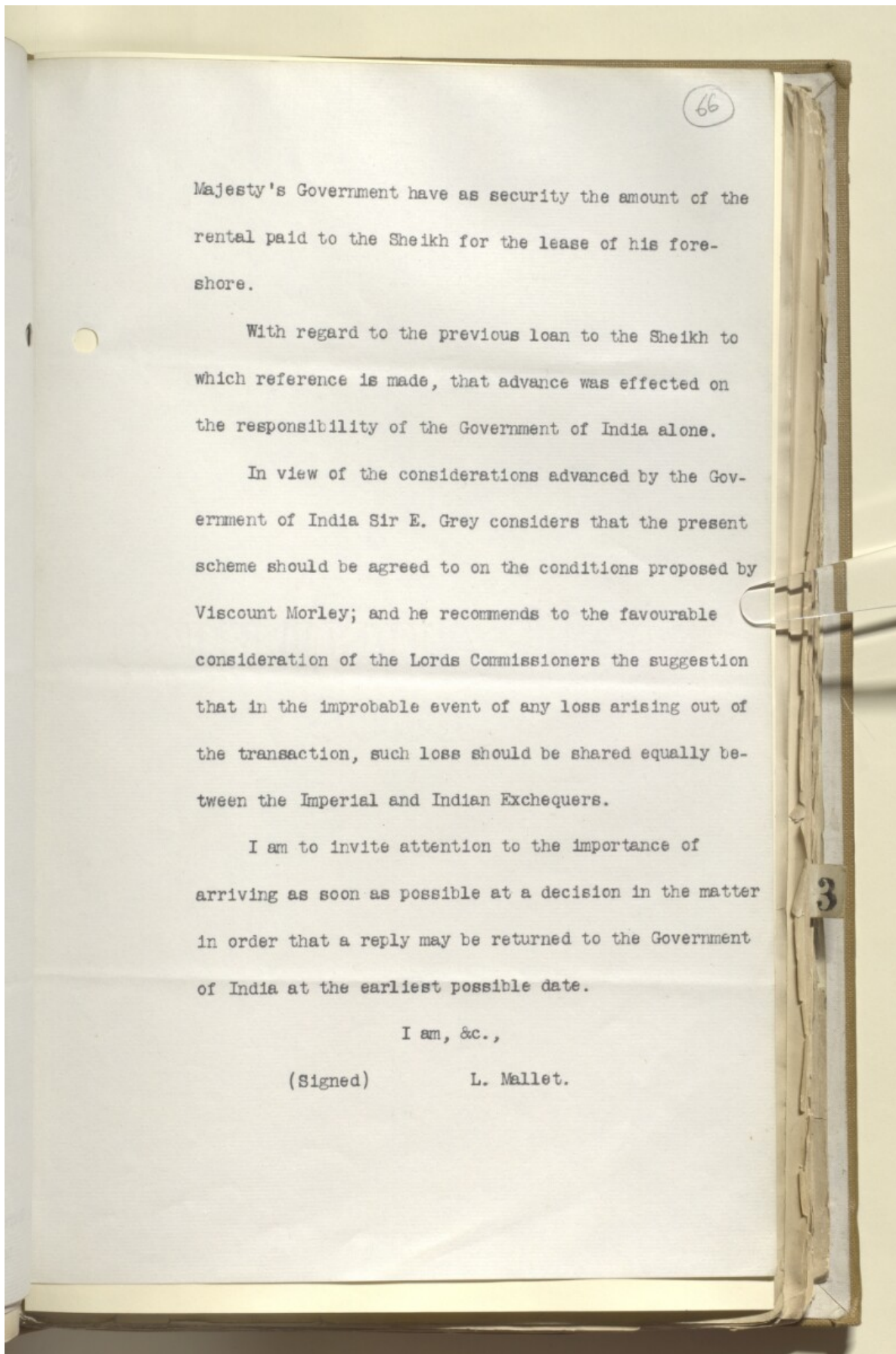
(Signed) G. H. Murray.

3









Majesty's Government have as security the amount of the rental paid to the Sheikh for the lease of his fore-shore.

With regard to the previous loan to the Sheikh to which reference is made, that advance was effected on the responsibility of the Government of India alone.

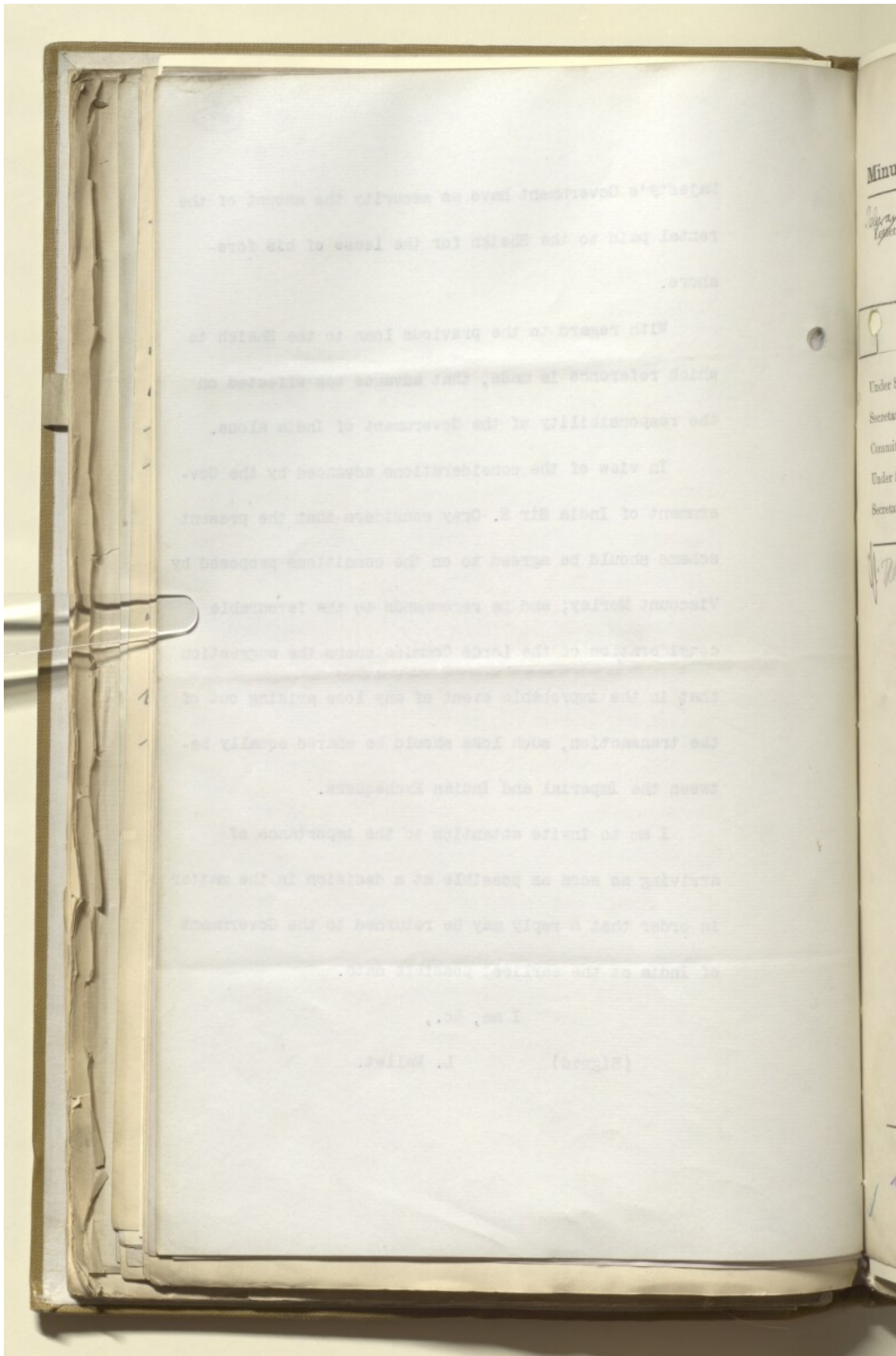
In view of the considerations advanced by the Government of India Sir E. Grey considers that the present scheme should be agreed to on the conditions proposed by Viscount Morley; and he recommends to the favourable consideration of the Lords Commissioners the suggestion that in the improbable event of any loss arising out of the transaction, such loss should be shared equally between the Imperial and Indian Exchequers.

I am to invite attention to the importance of arriving as soon as possible at a decision in the matter in order that a reply may be returned to the Government of India at the earliest possible date.

I am, &c.,

(Signed)

L. Mallet.





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ". [٦٧و] (٢٤٢/١٣٣)

(67)

Register No. 421

Minute Paper. Secret Department.

Telegram Letter from Viceroy, Dated 13 March 1909.
Rec. 15

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary	15.3	ku	Koweit. Proposed loan to the Sheikh. No interest is paid by the Imperial Bank of Persia on Amshir Treasury balances.
Secretary of State	15	af	
Committee	16.	ku	
Under Secretary	16.		
Secretary of State.....	17	af	

Copy to India 26 Mch '09
Sey 13.

Amended apt. to F.O. in substitution for draft apt. Council on 9 March 1909

16 March. - Approved Political Committee

Letter to F.O., 19th March 09.

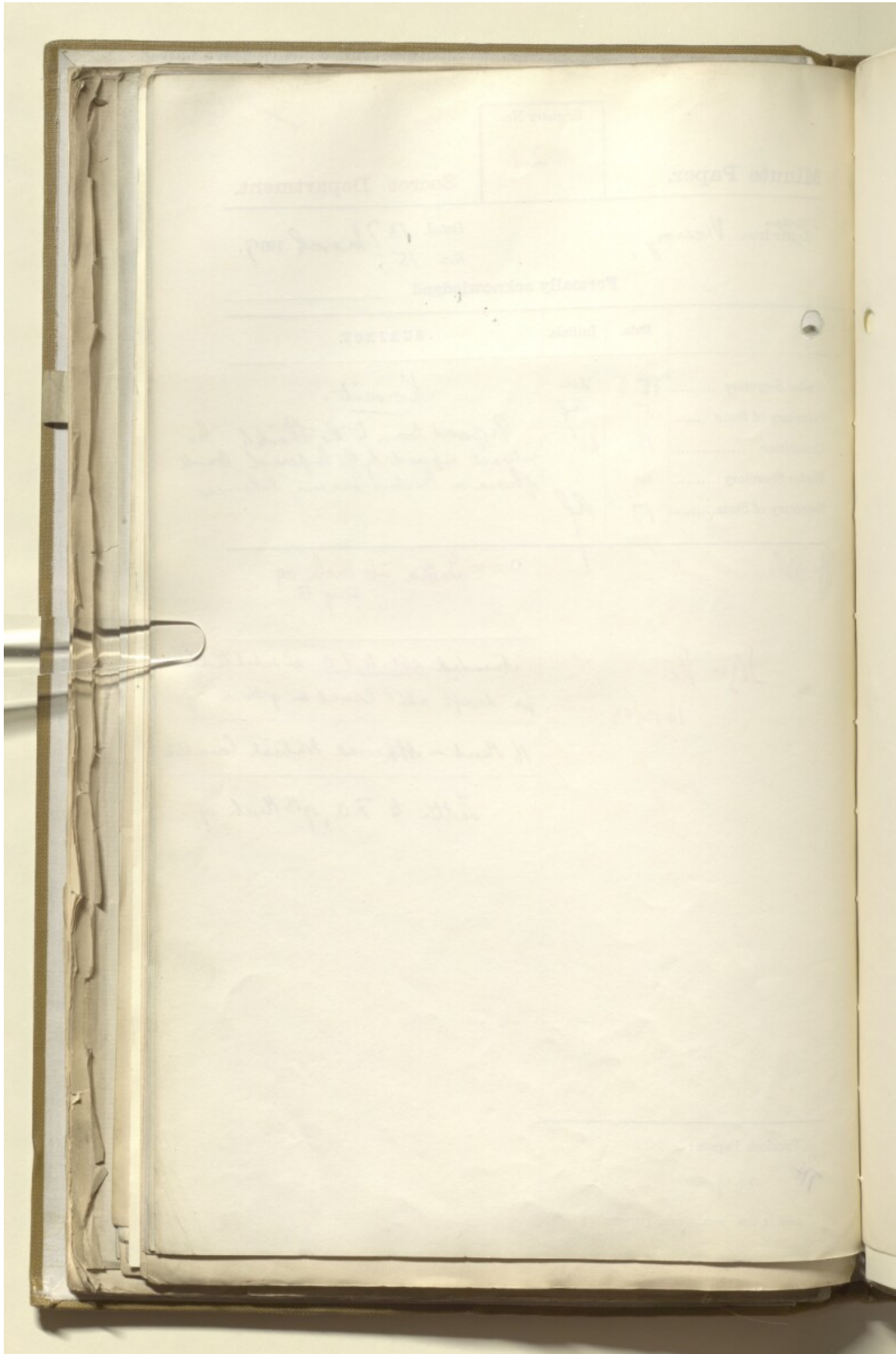
Sign. ku.
16/3/09.

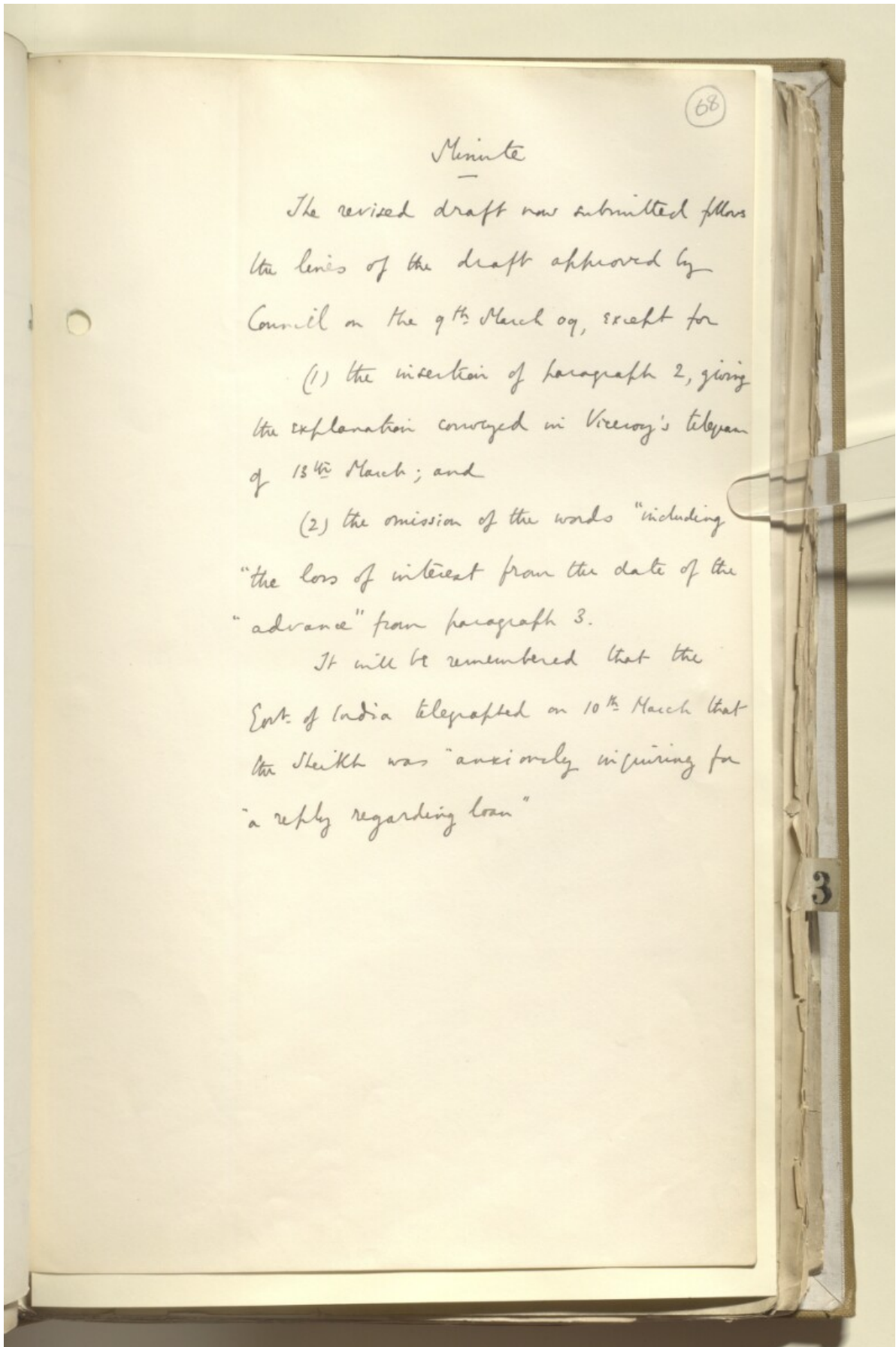
Previous Papers:—
7H 309

3488. I. 1135. 2000.—6/1908. [1779/07.]



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٦٧ظ] (٢٤٢/١٣٤)



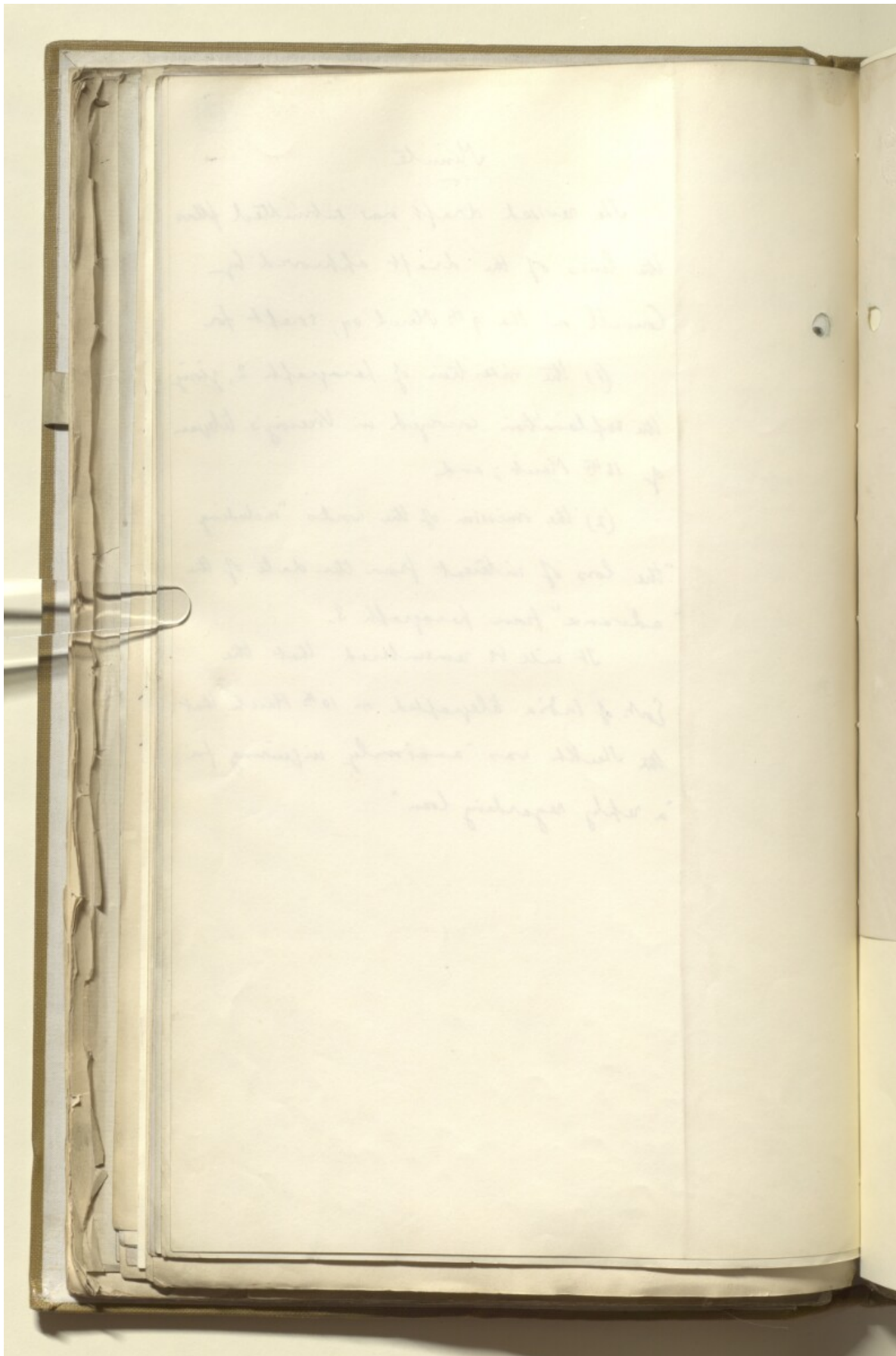


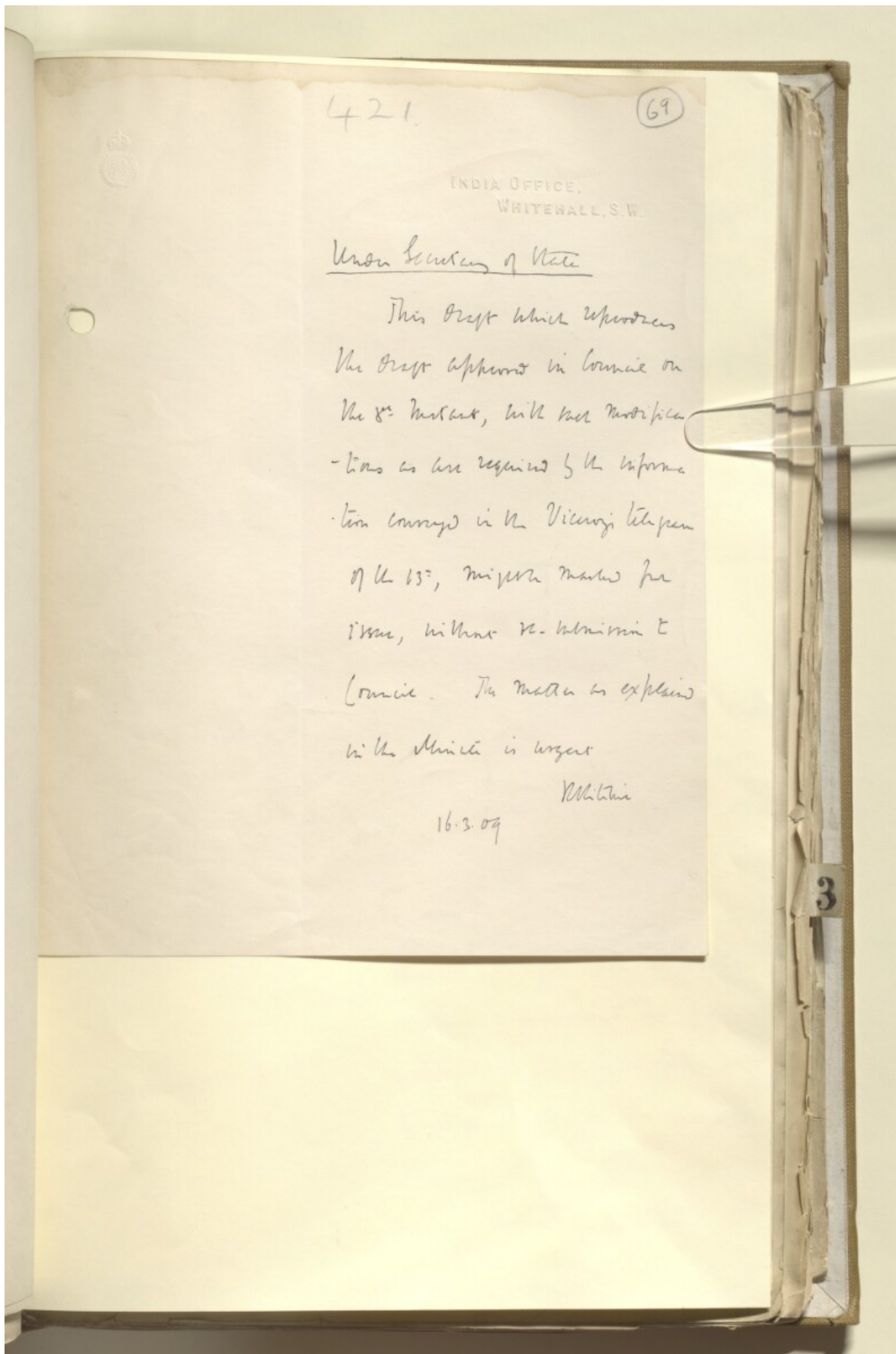
Minute

The revised draft now submitted follows the lines of the draft approved by Council on the 9th March 09, except for

- (1) the insertion of paragraph 2, giving the explanation conveyed in Viceroy's telegram of 13th March; and
- (2) the omission of the words "including" "the loss of interest from the date of the advance" from paragraph 3.

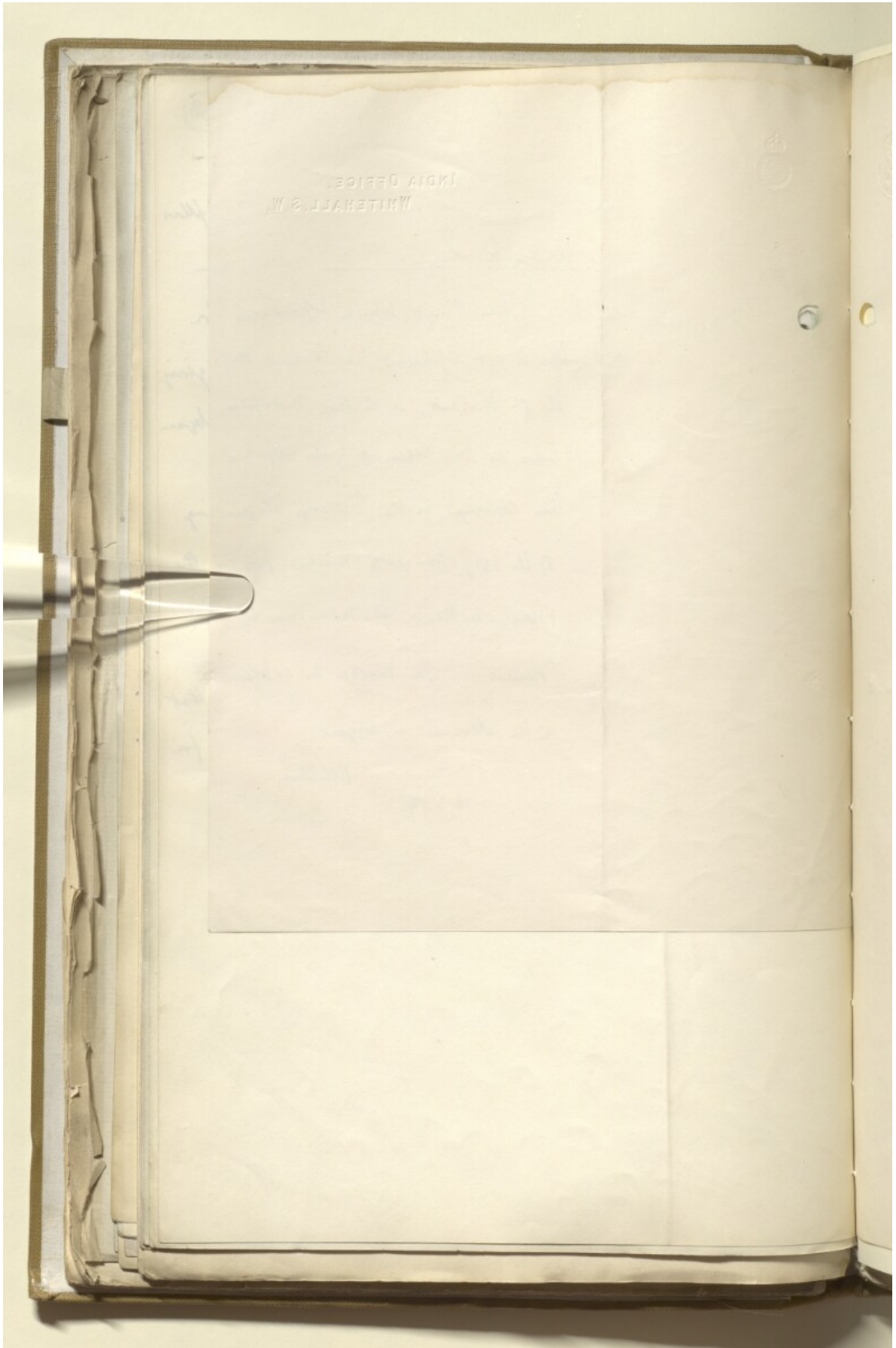
It will be remembered that the Govt. of India telegraphed on 10th March that the Sheikh was "anxiously inquiring for a reply regarding loan"

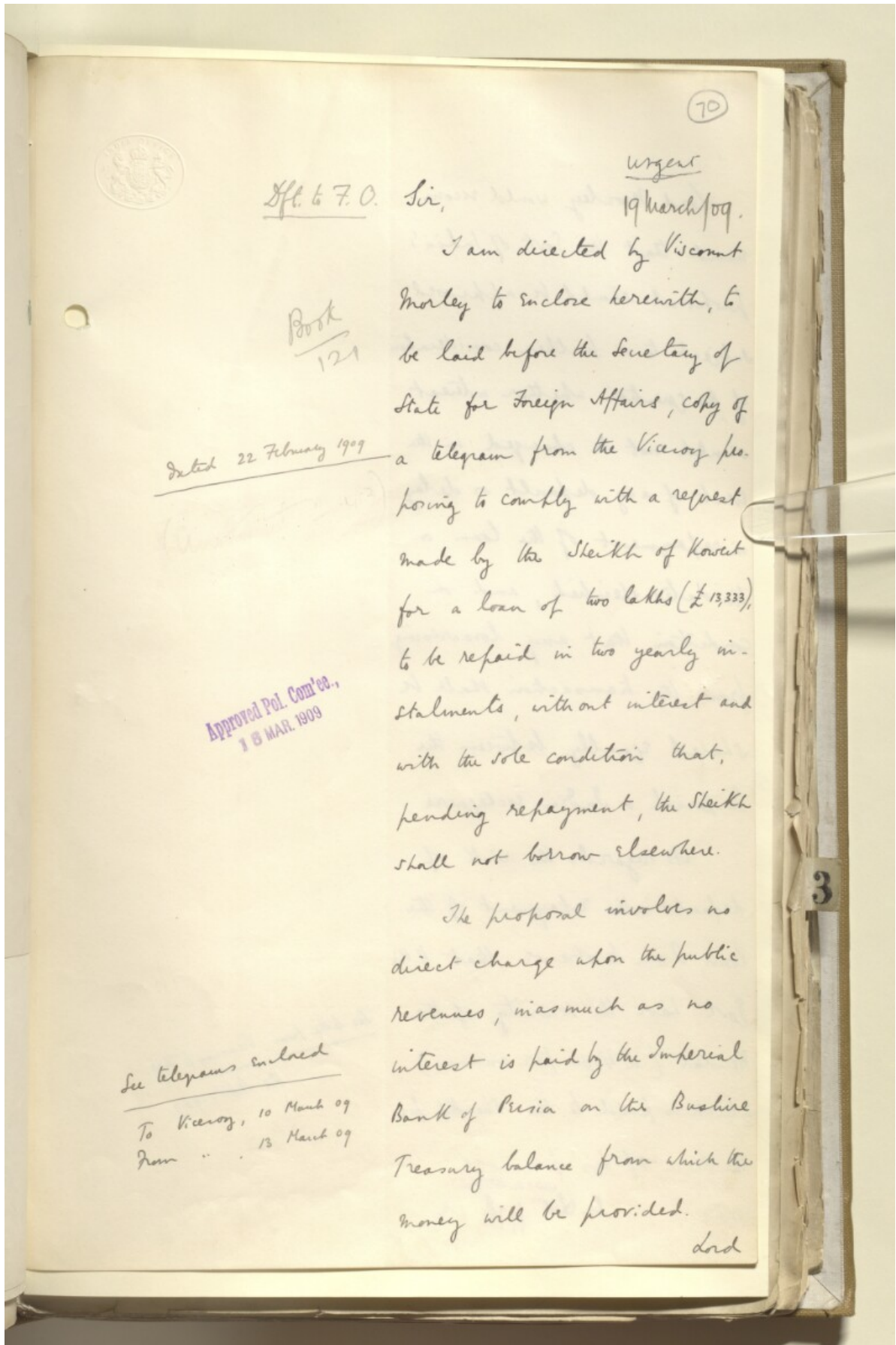






ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٦٩ظ] (٢٤٢/١٣٨)







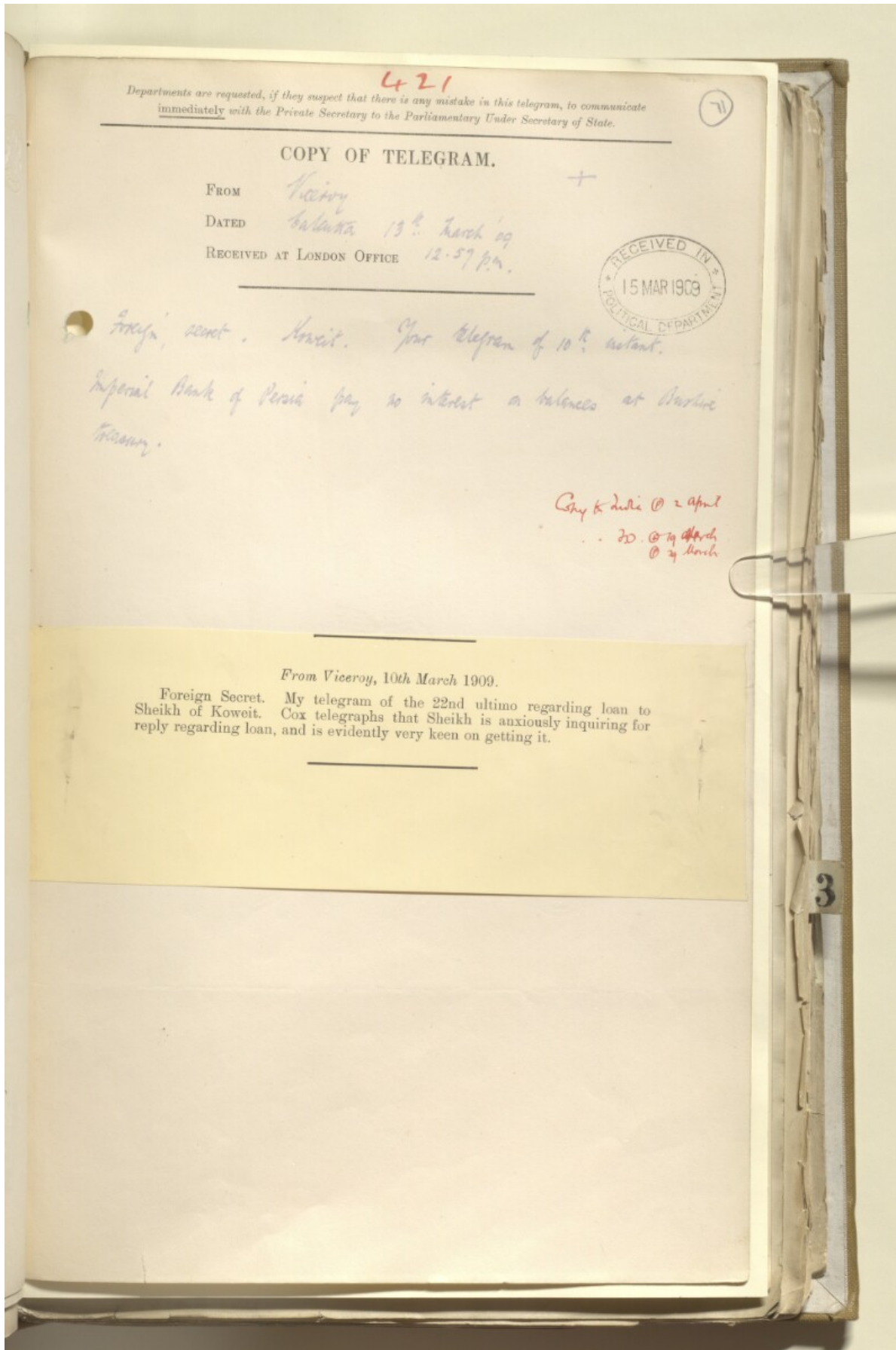
Lord Morley would recommend that the Govt of India's proposal should be approved, subject to a further consideration of the question whether interest should not be charged in the event of any default or delay in repayment of the loan on the dates specified, and on condition that any loss arising from the transaction shall be shared equally between the Imperial & Indian exchequers.

As regards the risk of default in the repayment of the loan, I am to observe that H.H.'s Govt. have the security of the Rental (£4000 per annum) which is paid to the Sheikh for the lease of his foreshore.

(90) A. GODLEY.

W. Secy H.H. 18/10

See letter from Treasury 6.7.0.
21 Sept. 1907.



Departments are requested, if they suspect that there is any mistake in this telegram, to communicate immediately with the Private Secretary to the Parliamentary Under Secretary of State.

COPY OF TELEGRAM.

FROM *Viceroy*
DATED *Bombay 13th March '09*
RECEIVED AT LONDON OFFICE *12.59 p.m.*



*Foreign Secret. Kuwait. Your telegram of 10th instant.
Imperial Bank of Persia pay no interest on balances at Basrah
Treasury.*

*Copy to India @ 2 April
do do 19 April
do do 24 April*

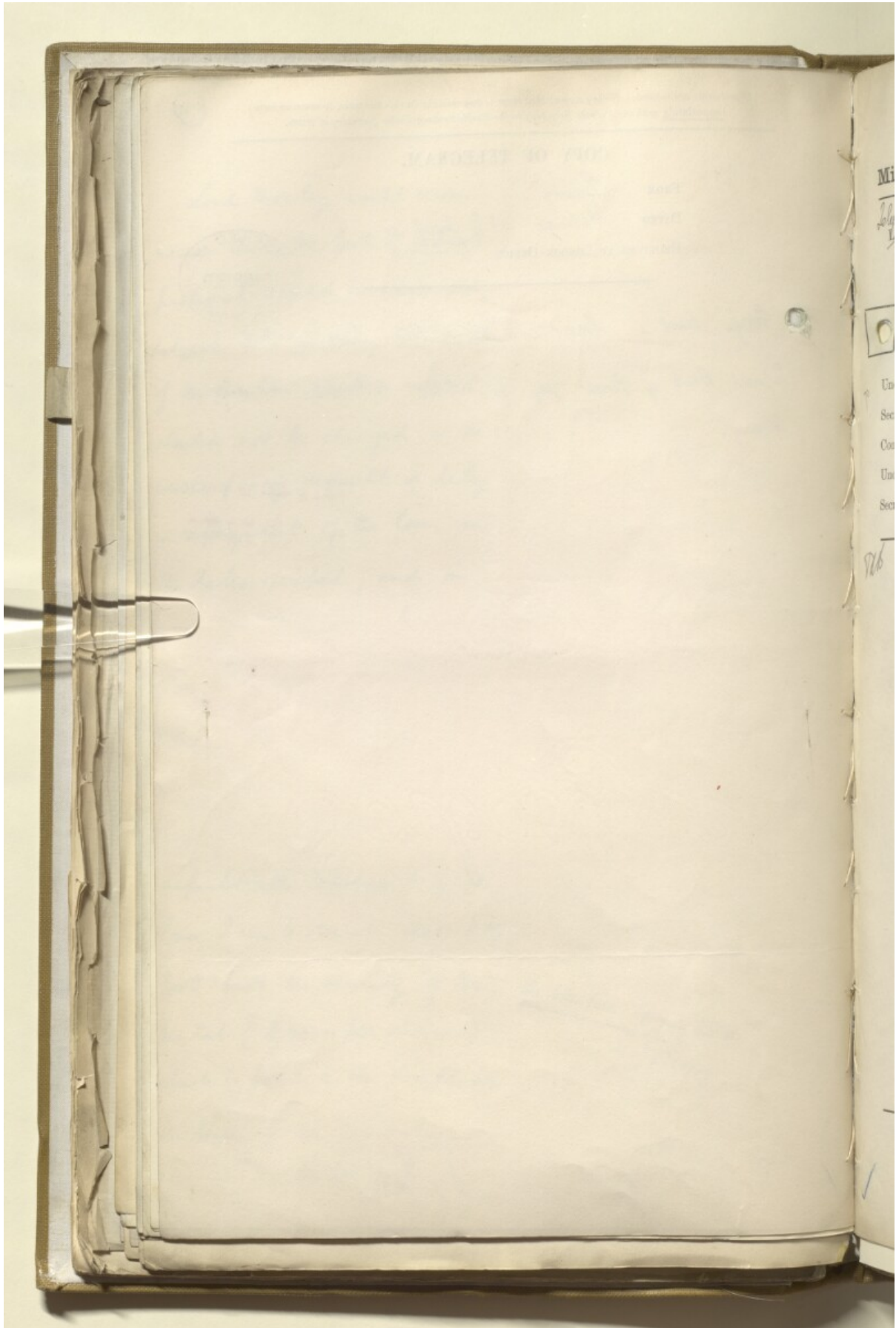
From Viceroy, 10th March 1909.

Foreign Secret. My telegram of the 22nd ultimo regarding loan to Sheikh of Kuwait. Cox telegraphs that Sheikh is anxiously inquiring for reply regarding loan, and is evidently very keen on getting it.

3



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٧١ظ] (٢٤٢/١٤٢)





Register No. 413

Minute Paper. Secret Department.

Telegram Letter from Vicroy. Dated } 10th March 1909. Rec. }

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary	10.3	Mc	Koweit. Proposed loan to Sheikh. Sheikh is anxiously enquiring for reply.
Secretary of State	11	af	
Committee	14.	Mc	
Under Secretary			
Secretary of State.....			

Copy to 30 (1) 19 March '09.
② 29 -
2nd ② 2 April. DOW

For information

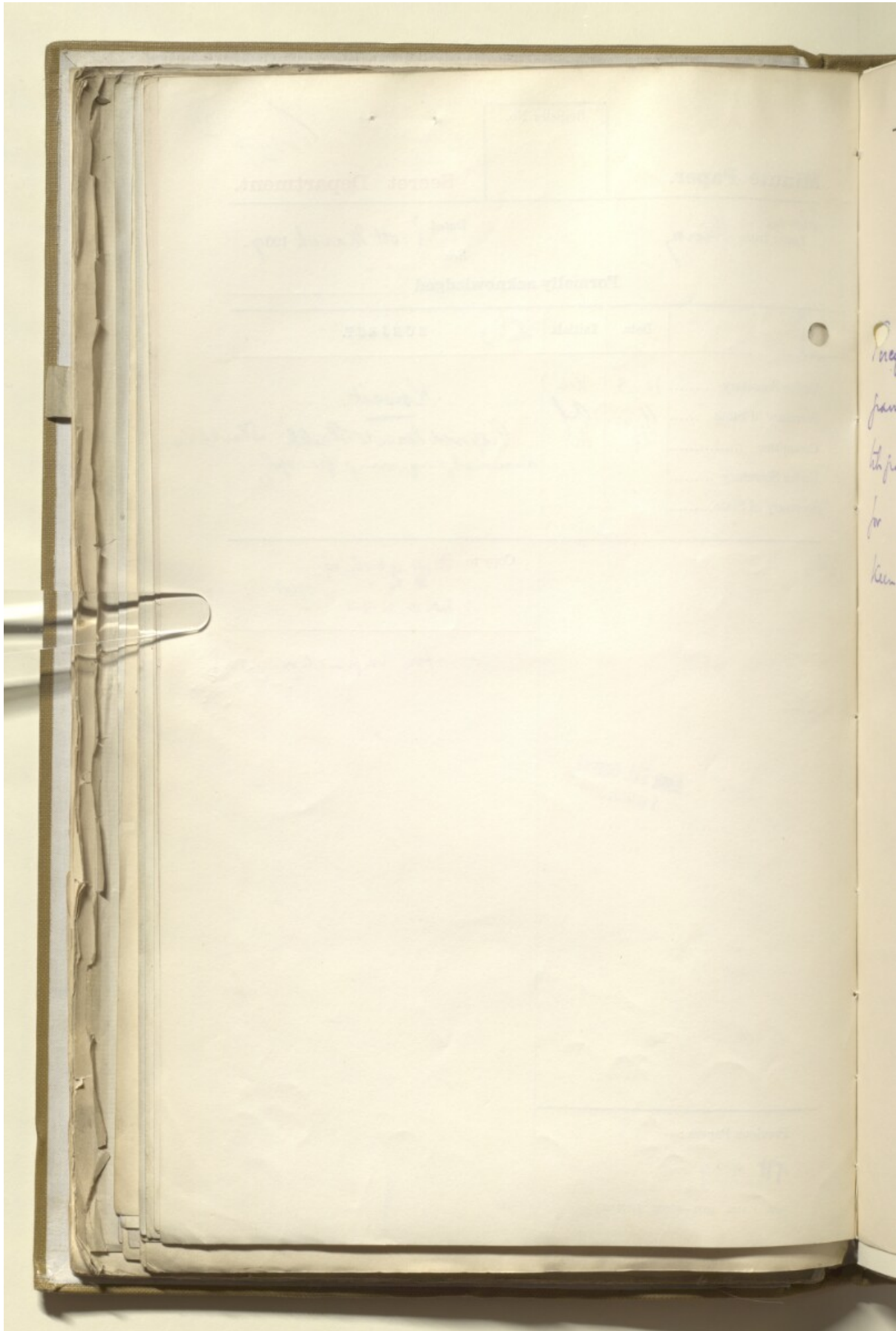
Seen Pol. Comres.
16 MAR 1909

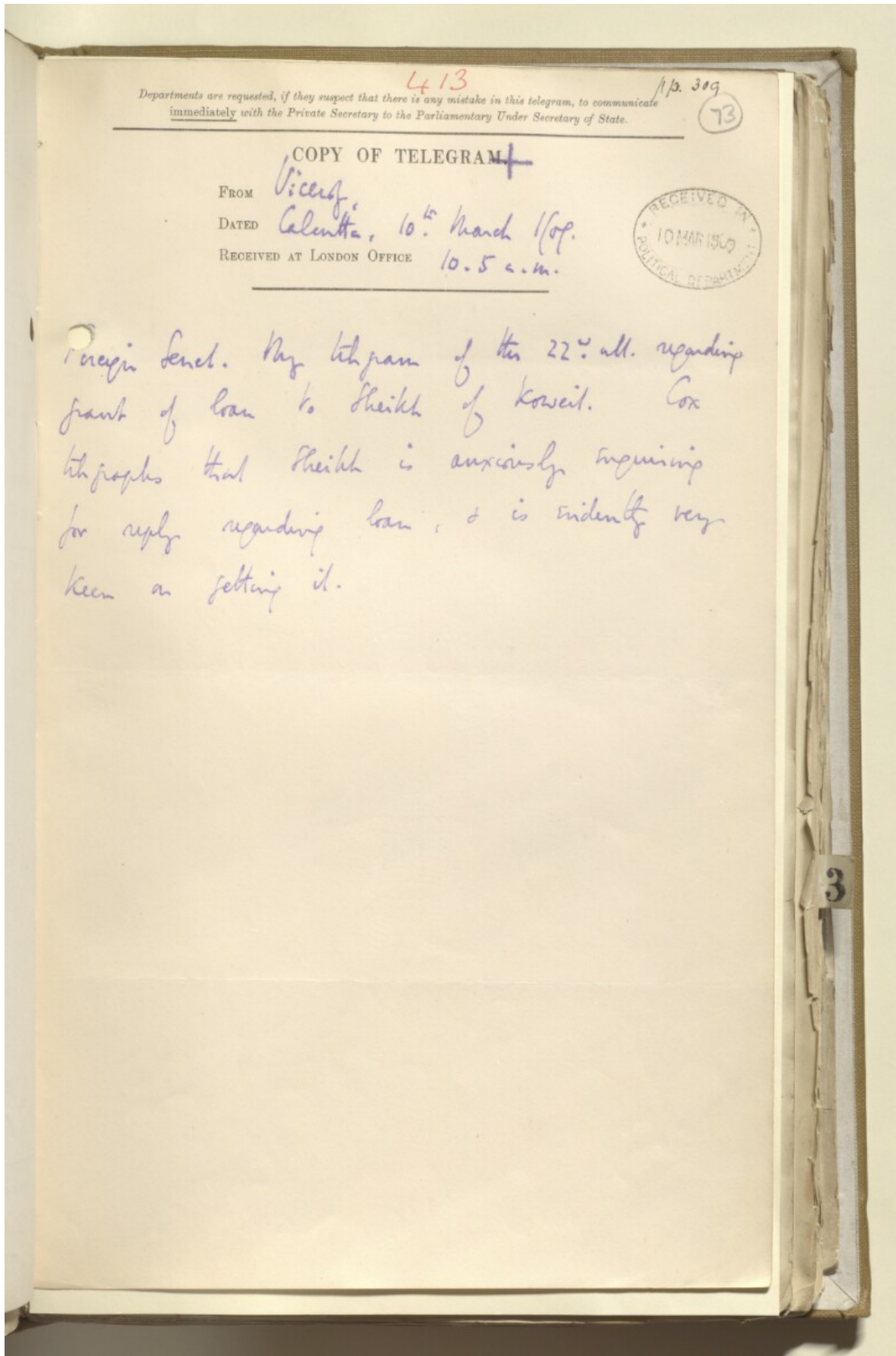
Previous Papers :—
TH 309

3489. I. 1135. 2000.—6/1908. [1779/07.]



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٧٢ظ] (٢٤٢/١٤٤)

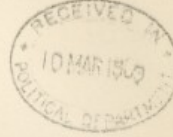




Departments are requested, if they suspect that there is any mistake in this telegram, to communicate immediately with the Private Secretary to the Parliamentary Under Secretary of State.

COPY OF TELEGRAM

FROM Viceroys,
DATED Calcutta, 10th March 1904.
RECEIVED AT LONDON OFFICE 10.5 a.m.

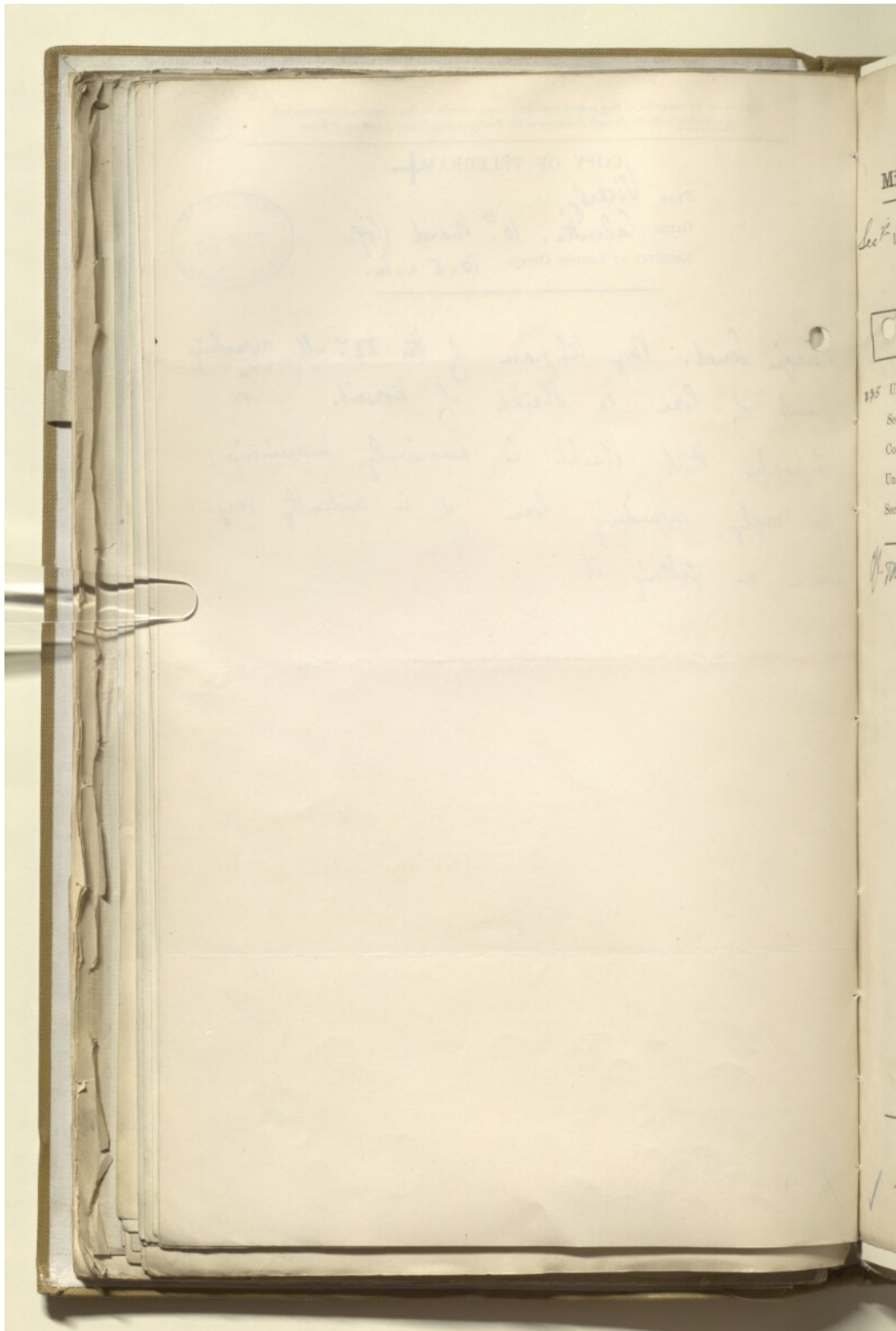


Ensign Genl. My telegram of the 22nd ult. regarding
grant of loan to Sheikh of Kuwait. Cox
telegraphs that Sheikh is anxiously enquiring
for reply regarding loan, & is evidently very
keen on getting it.

3



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٧٣ظ] (٢٤٢/١٤٦)





74

Register No. 362 (397)

Minute Paper. Secret Department.

Letter from India, hv. 6M Dated 11 Feb. 1909.
Rec. 27

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary	27 Feb	Mc	Persian Gulf.
Secretary of State	1 Mar	09	The proposed loan to the
Committee	3	Mc	Sheikh of Kuwait
Under Secretary			
Secretary of State			

Copy to 31 Mar 09

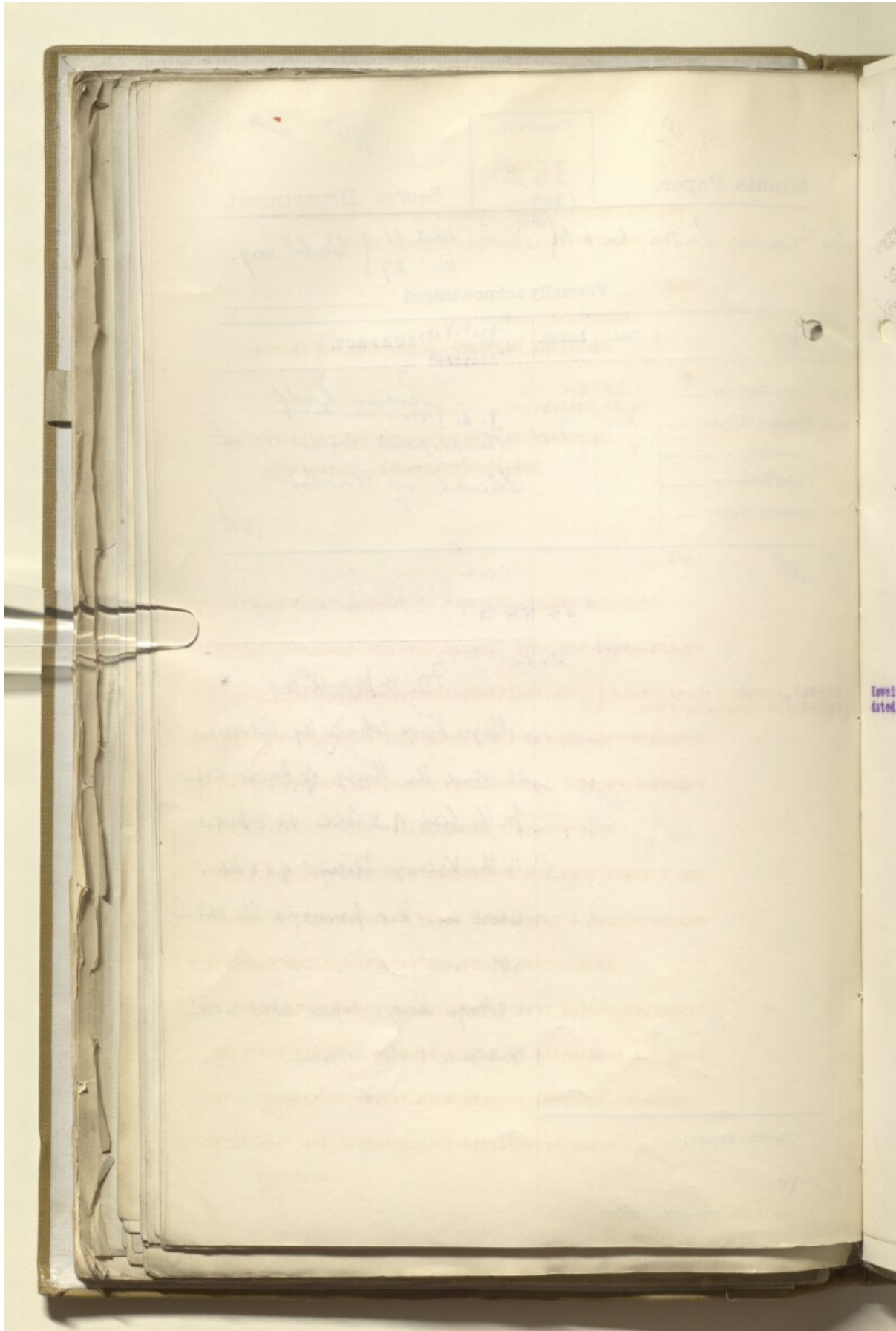
For information:
Major Knox reports the interview at which the Sheikh of Kuwait asked for the loan of 2 lakhs as reported in the Vicary's telegram of 22 Feb, which was put forward on the 25th inst, No 309/09.
Major Knox's report also refers to the telegram.

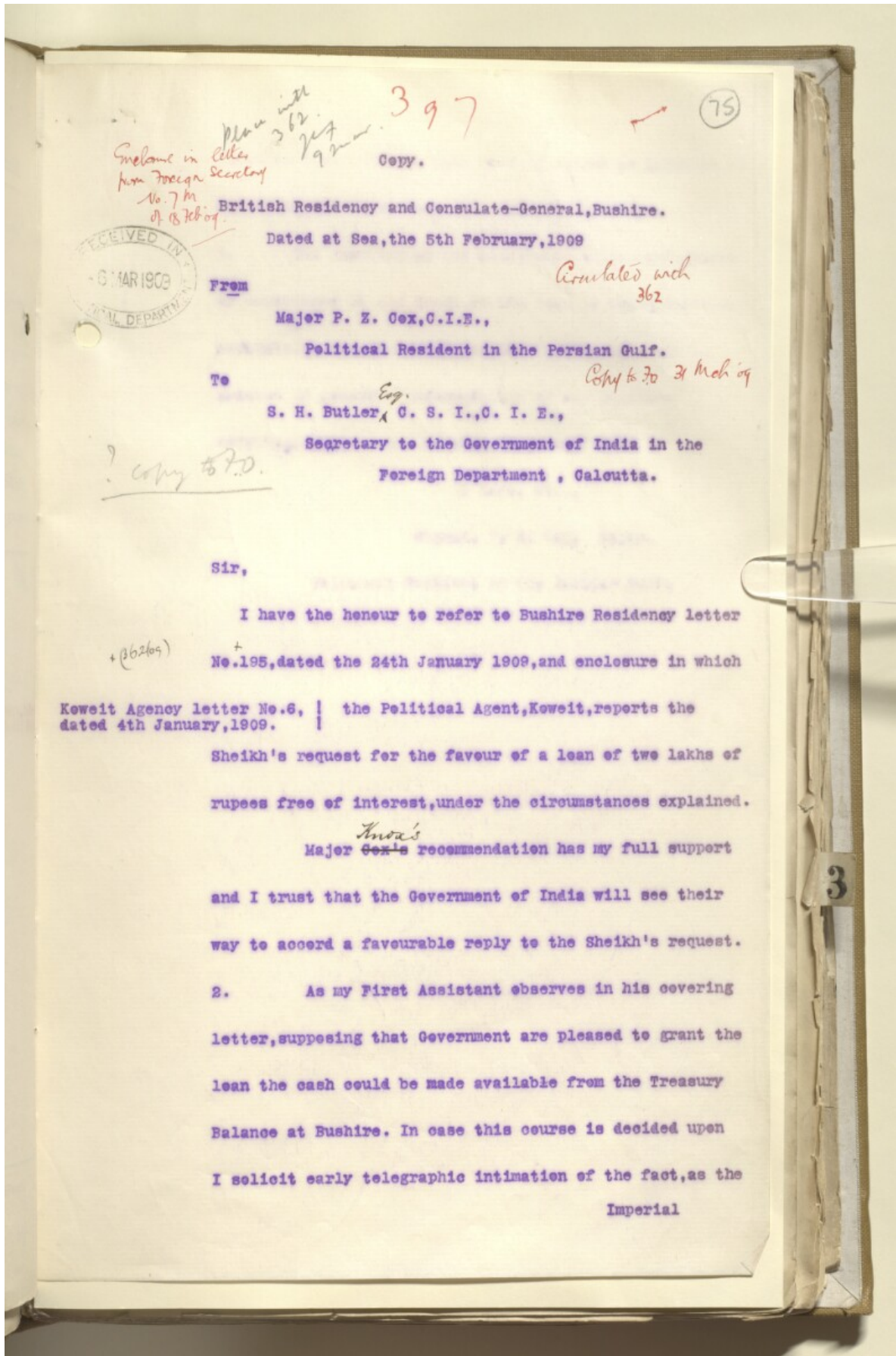
Previous Papers:— 309.

3489. I. 1135. 2000.—6/1908. [1779/07.]



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٧٤ظ] (٢٤٢/١٤٨)





Enclome in letter
from Foreign Secretary
No. 7 M
of 18 Feb 09.

397

COPY.



British Residency and Consulate-General, Bushire.

Dated at Sea, the 5th February, 1909

From

Major P. Z. Cox, C.I.E.,

Political Resident in the Persian Gulf.

To

S. H. Butler, C. S. I., C. I. E.,

Secretary to the Government of India in the
Foreign Department, Calcutta.

? copy to P.D.

Sir,

I have the honour to refer to Bushire Residency letter
No. 195, dated the 24th January 1909, and enclosure in which

Koweit Agency letter No. 6, | the Political Agent, Koweit, reports the
dated 4th January, 1909.

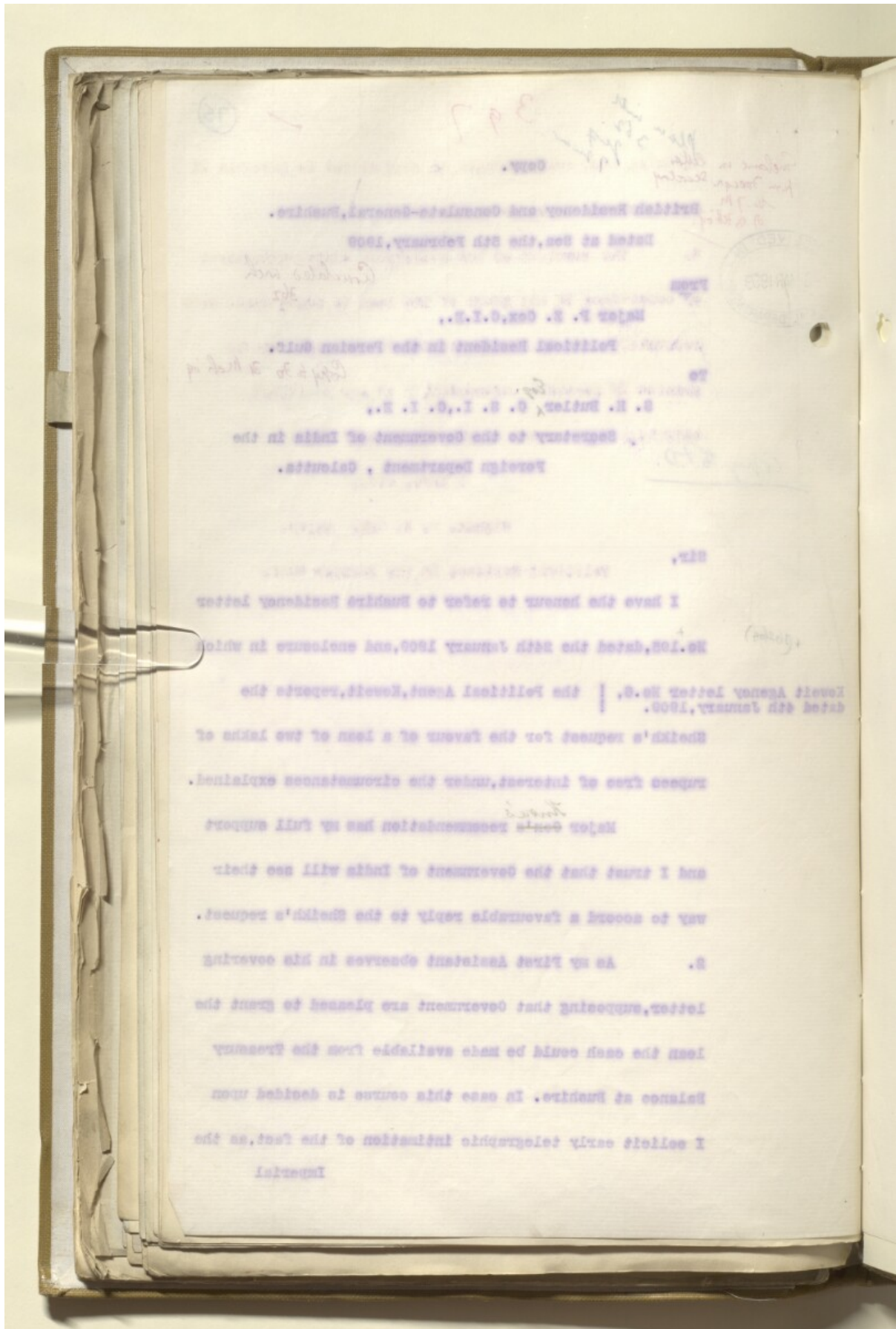
Sheikh's request for the favour of a loan of two lakhs of
rupees free of interest, under the circumstances explained.

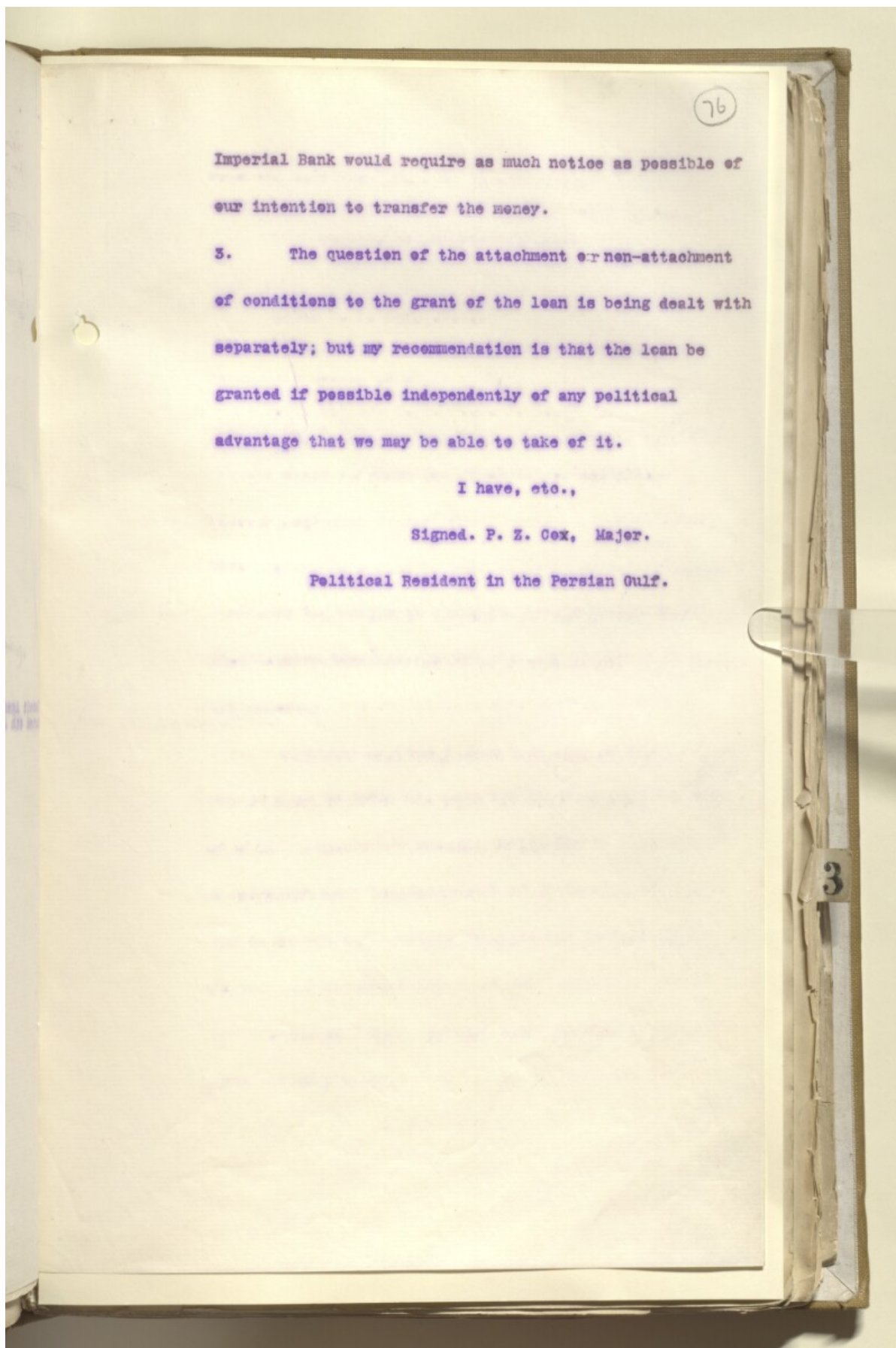
Major Cox's recommendation has my full support
and I trust that the Government of India will see their
way to accord a favourable reply to the Sheikh's request.

2. As my First Assistant observes in his covering
letter, supposing that Government are pleased to grant the
loan the cash could be made available from the Treasury
Balance at Bushire. In case this course is decided upon
I solicit early telegraphic intimation of the fact, as the

Imperial

3





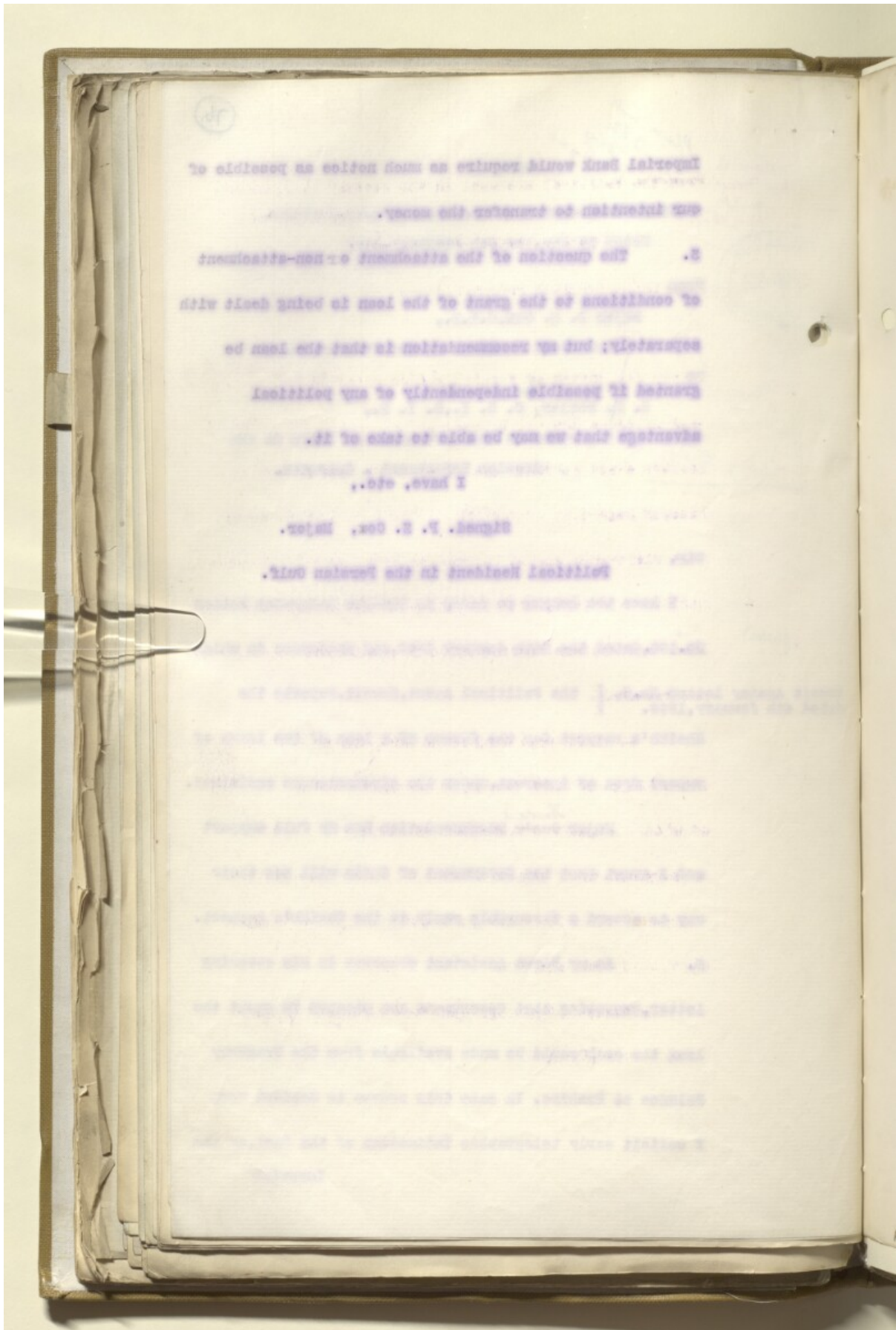
Imperial Bank would require as much notice as possible of
our intention to transfer the money.

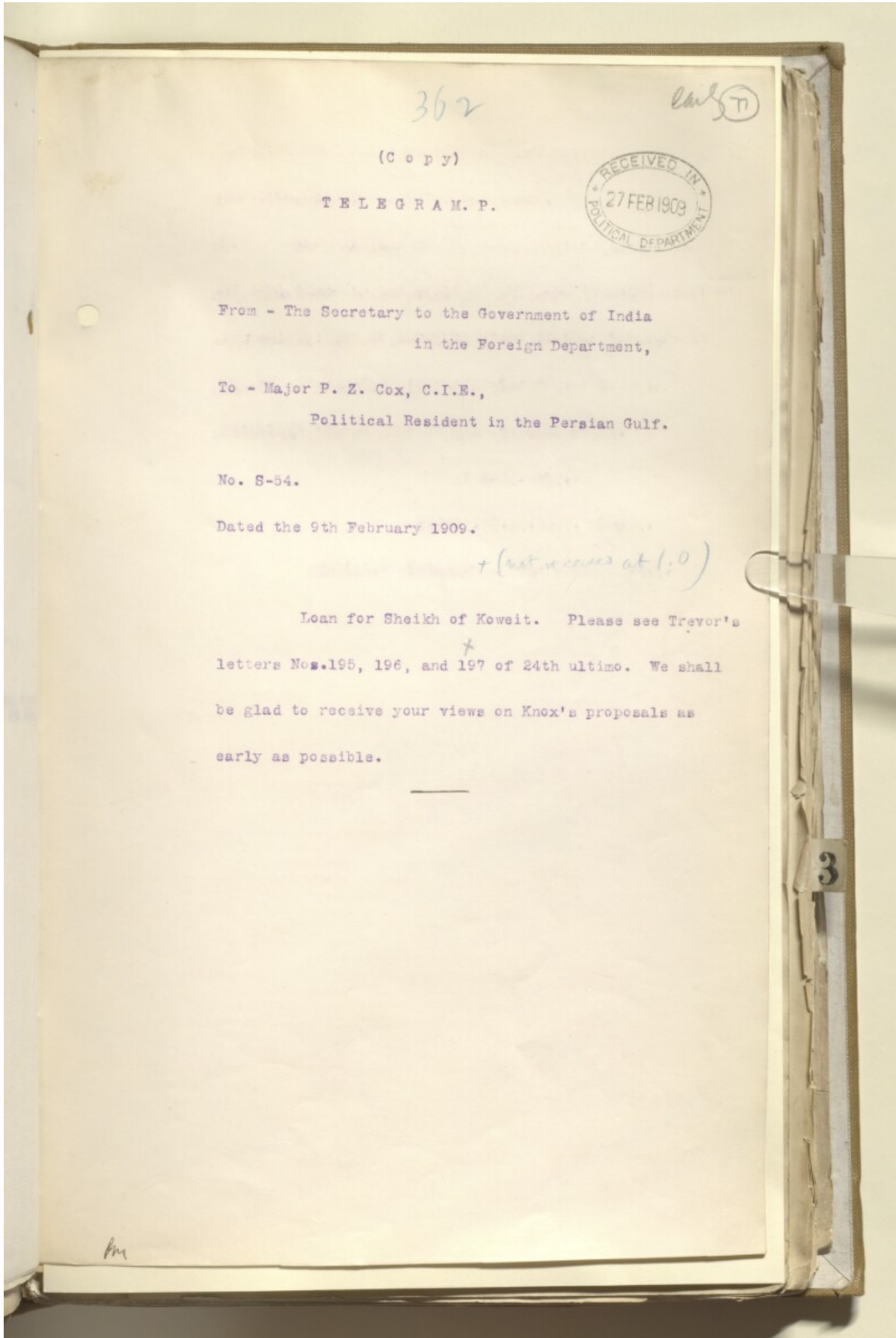
3. The question of the attachment or non-attachment
of conditions to the grant of the loan is being dealt with
separately; but my recommendation is that the loan be
granted if possible independently of any political
advantage that we may be able to take of it.

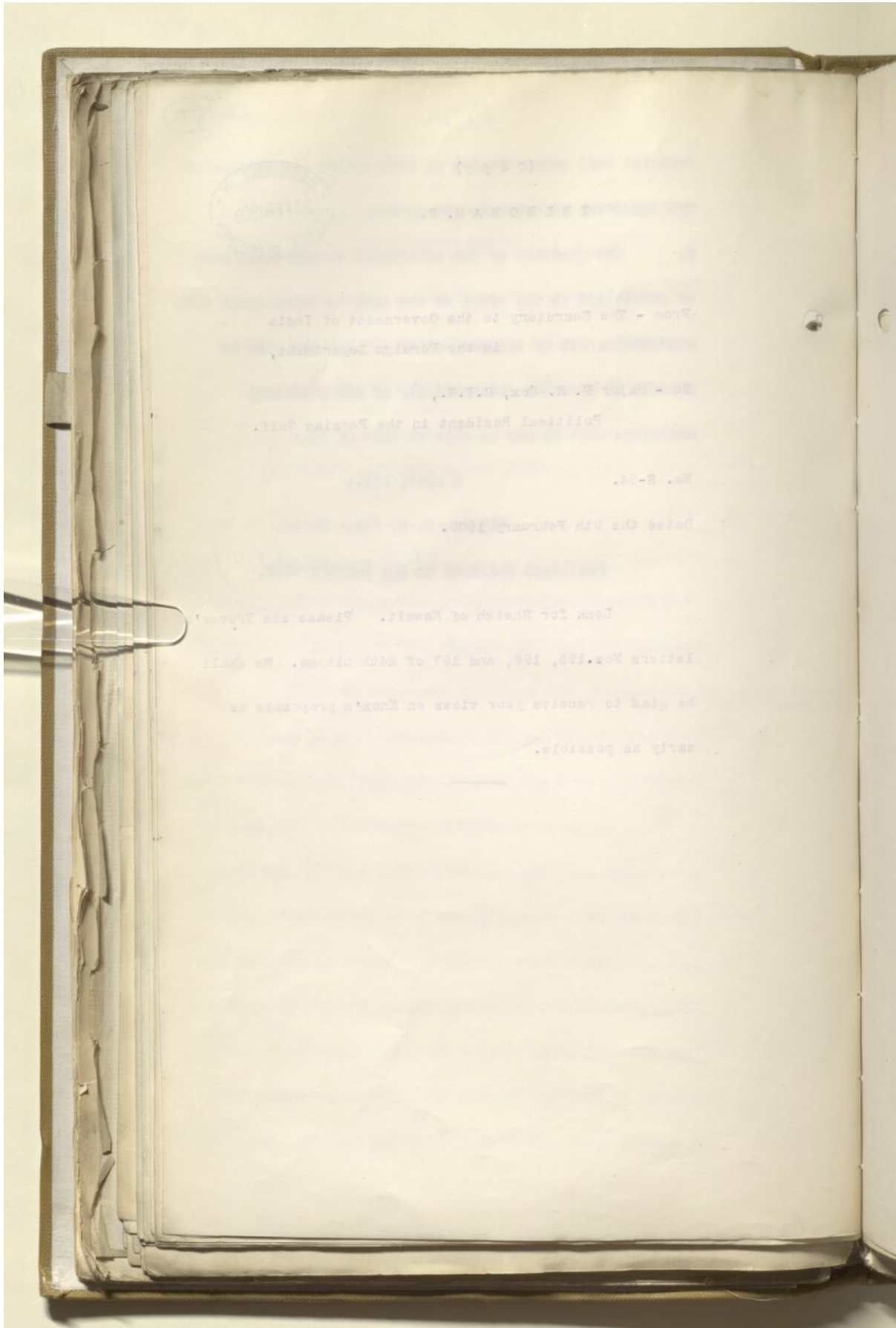
I have, etc.,

Signed. P. Z. Cox, Major.

Political Resident in the Persian Gulf.









[Confidential.]

No. 195, dated Bushire, the 24th January (received 2nd February) 1909.

From—CAPTAIN A. P. TREVOR, First Assistant Resident, in charge current duties,
To—The Secretary to the Government of India in the Foreign Department.

I have the honour to forward, for the consideration of the Government of India, a copy of a letter* from the Political Agent at Koweit, describing a recent interview with Sheikh Mubarak at which the latter asked for a loan of two lakhs of rupees before the 22nd March 1909.

2. Major Knox recommends that the loan may be granted, and suggests that in connection with it the questions of quarantine at Koweit and the rent of the Agency may be considered.

3. I agree with Major Knox in recommending the loan, and may add that there would be no difficulty in finding the money from the Treasury balance with the Imperial Bank of Persia.

4. I understand that Major Cox will still be at Calcutta when this letter reaches, and will be able personally to make his recommendations on the subject to the Government of India.

5. I beg that this letter may be read in conjunction with my letters Nos. 196 and 197, of to-day's date, with which I have the honour to forward copies of the letters to which Major Knox refers in the last paragraph of his letter.

No. 6, dated Koweit, the 4th January 1909.

From—MAJOR S. G. KNOX, I.A., Political Agent, Koweit,

To—MAJOR P. Z. COX, I.A., C.I.E., Political Resident and His Britannic Majesty's Consul-General in the Persian Gulf, Bushire.

I have the honour to inform you that Sheikh Mubarak paid me a visit this morning welcoming me on my return to Koweit.

2. The honour was unusual and rather unexpected, as it was the morrow of the 'Eed' and it would have rather been my place to have paid Sheikh Mubarak the usual visit, congratulating him on the auspicious occasion, and I should have done so, had the Sheikh not anticipated me.

3. After a long and particularly friendly conversation, the Sheikh approached me on the main object of his visit. He explained that he had been making large purchases of land, notably Fadhāgiya, of which the acquisition has already been reported in this Agency diary for the week ending 30th December, and also the purchase of Umm al Garab from Sheikh Sādūn of the Muntafich.

4. The latter purchase was interrupted by the late Wali of Basrah, and I was not aware that Sheikh Mubarak was again in treaty for this piece of land. The point, however, does not appear to be of any great importance for the purposes of this report, as Sheikh Mubarak declares in short that he has recently spent or has to meet before the end of Rabi-ul-Awwal of this year (about 20th of April) a sum of T£92,000, approximately equivalent to eleven and-a-half lakhs of rupees.

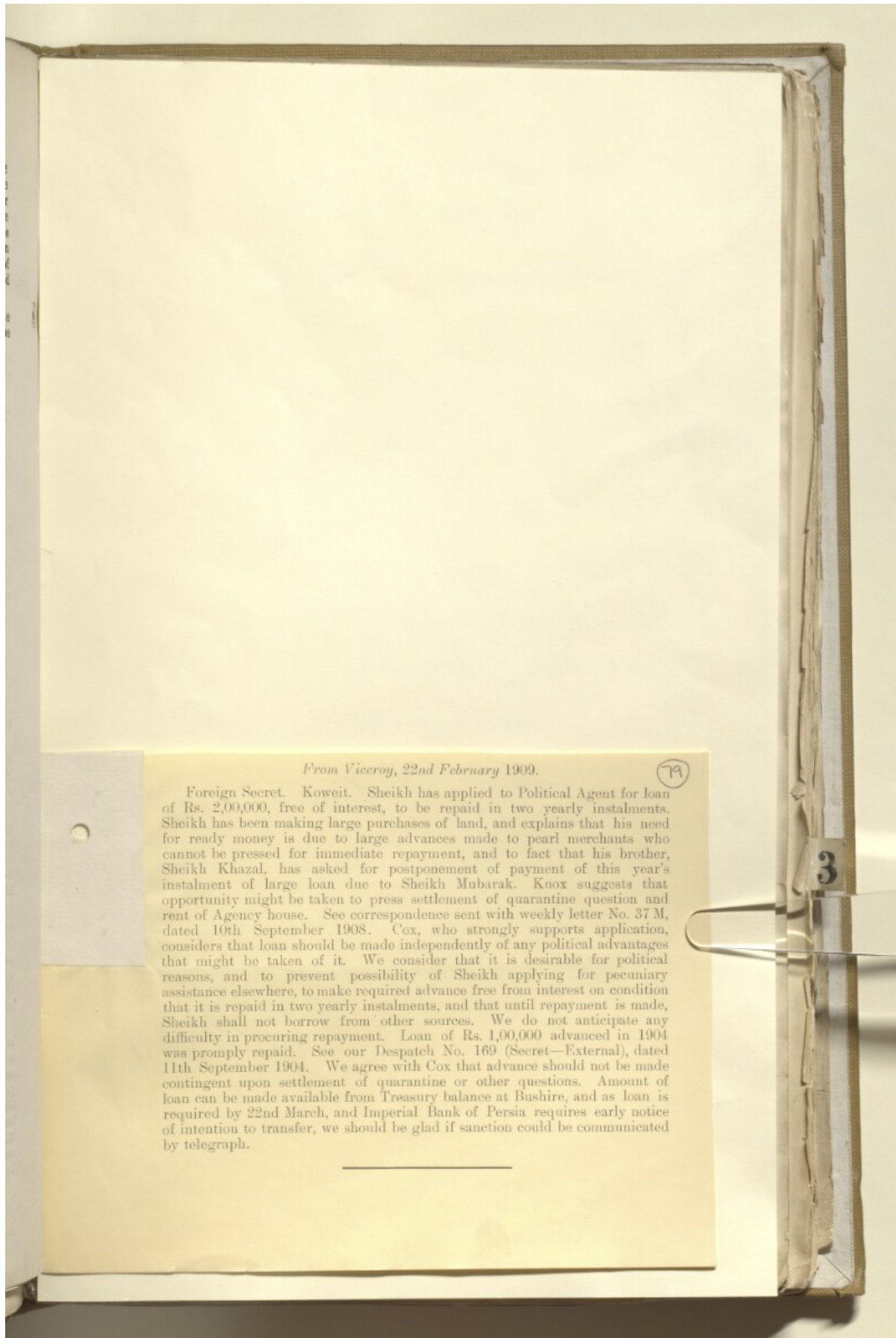
5. He explained to me that he had plenty of money, but that it was out in merchandize, large sums had been advanced to pearl merchants who could not at once be pressed for repayment, that his brother, Sheikh Khazal, had asked to be excused, in consequence of his expenses in regard to Hawaiza, the payment of this year's instalment of a large loan due to Sheikh Mubarak, and that the Sheikh looked to the liberality of Government to help him with a loan free of interest of two lakhs of rupees before the 1st of Rabi-ul-Awwal= 22nd of March 1909 which would be repaid in two yearly instalments. He asked that the money might be advanced in Koweit and that repayment would be effected in Bombay through his agent as usual.

3156 F. D.



6. Our experience of the prompt repayment of the last loan made to Sheikh Mubarak leads me to recommend with great confidence that the loan should be advanced to him. The only question that remains for consideration is whether or no any conditions should be attached to the grant. The only pending questions that can be touched with any hope of success are (1) the rent of the present Agency and (2) the Quarantine question. In fact the only other present question likely to cause difficulties is that of Arms' trade and I fear that no concession or promise in this respect obtained in connection with the loan would be of the slightest value.

7. On each of the two questions noted above, I propose to do myself the honour of addressing you separately and would ask that my letters may be read in connection with this despatch.

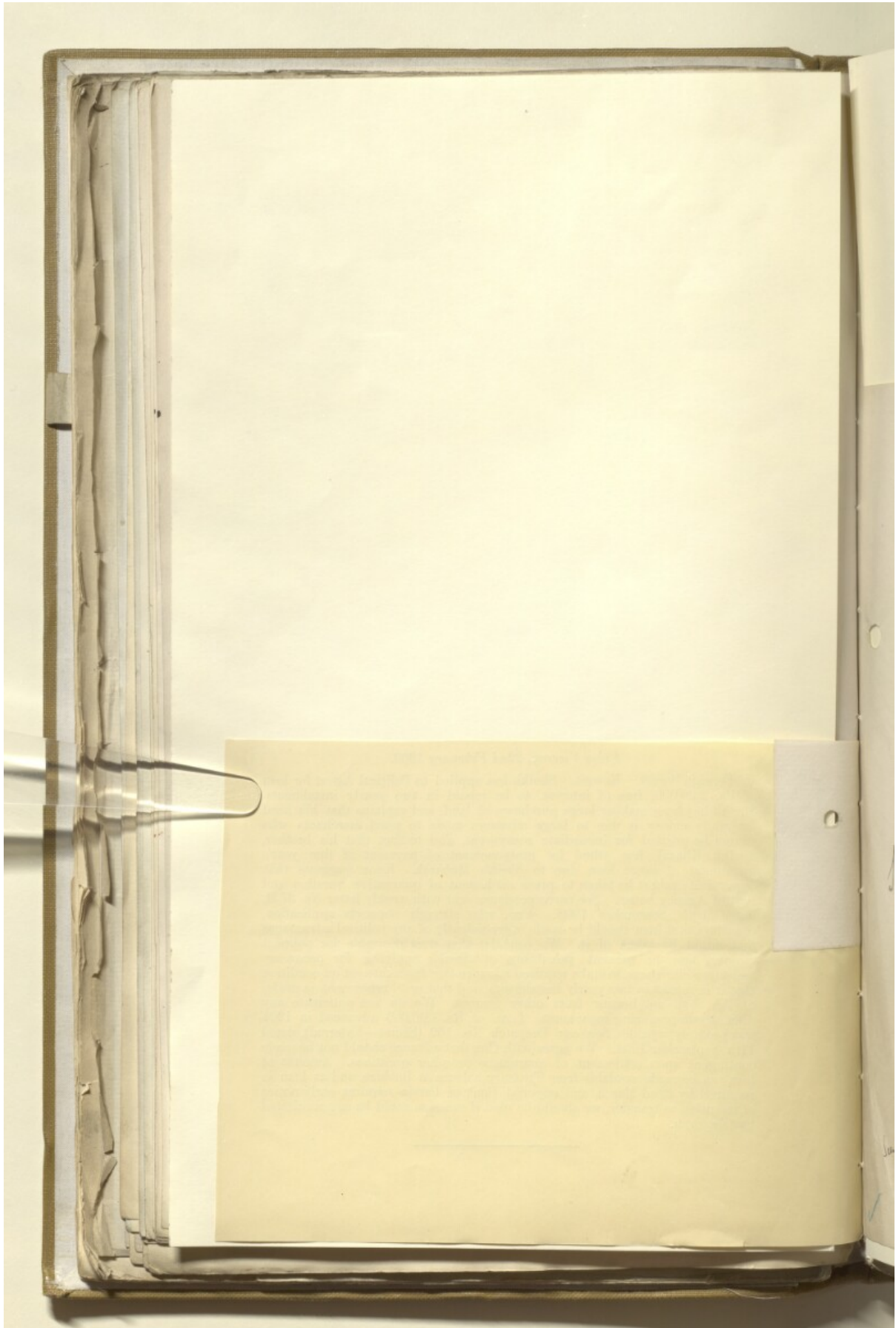


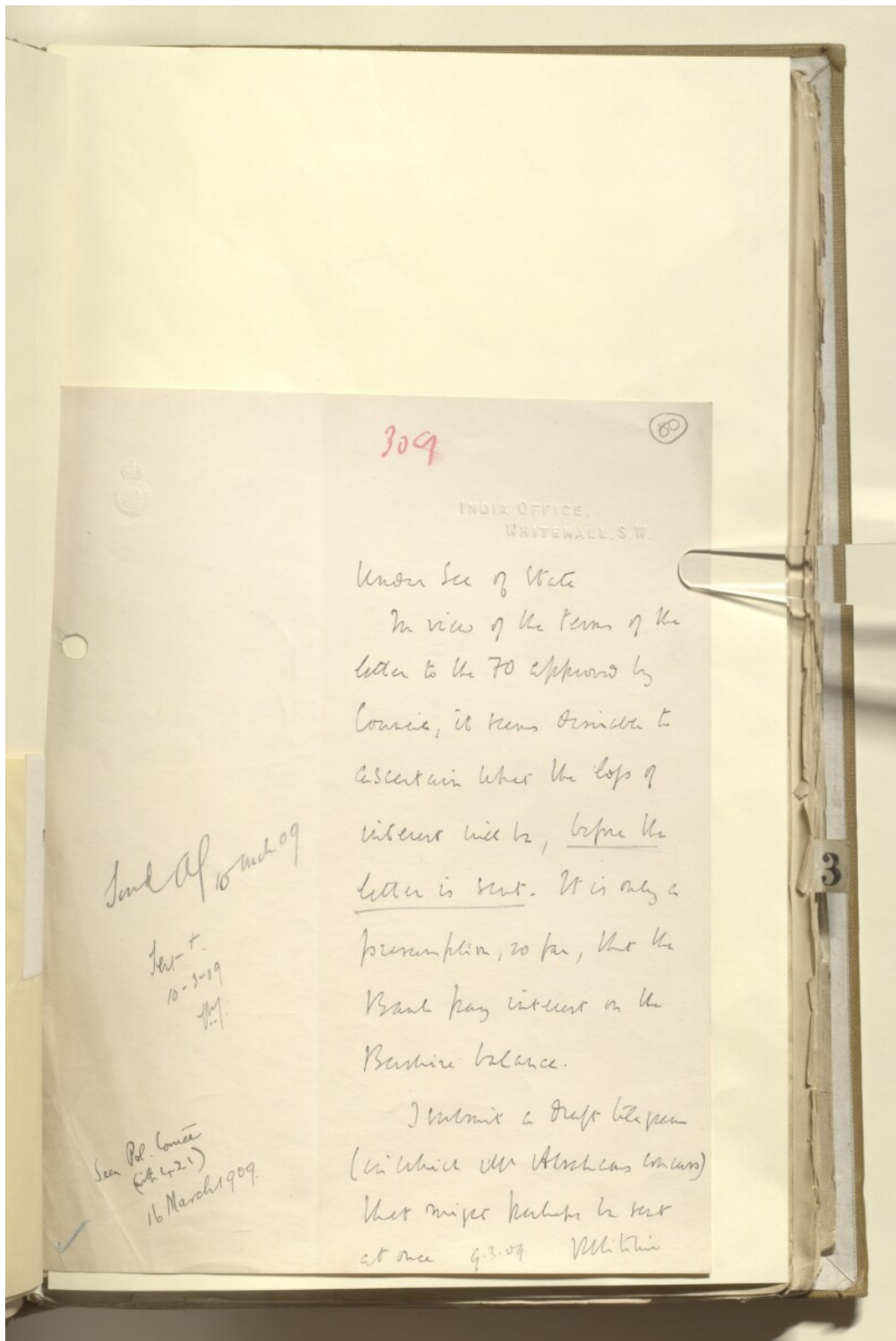
From Viceroy, 22nd February 1909.

Foreign Secret. Koweit. Sheikh has applied to Political Agent for loan of Rs. 2,00,000, free of interest, to be repaid in two yearly instalments. Sheikh has been making large purchases of land, and explains that his need for ready money is due to large advances made to pearl merchants who cannot be pressed for immediate repayment, and to fact that his brother, Sheikh Khazal, has asked for postponement of payment of this year's instalment of large loan due to Sheikh Mubarak. Knox suggests that opportunity might be taken to press settlement of quarantine question and rent of Agency house. See correspondence sent with weekly letter No. 37 M, dated 10th September 1908. Cox, who strongly supports application, considers that loan should be made independently of any political advantages that might be taken of it. We consider that it is desirable for political reasons, and to prevent possibility of Sheikh applying for pecuniary assistance elsewhere, to make required advance free from interest on condition that it is repaid in two yearly instalments, and that until repayment is made, Sheikh shall not borrow from other sources. We do not anticipate any difficulty in procuring repayment. Loan of Rs. 1,00,000 advanced in 1904 was promptly repaid. See our Despatch No. 169 (Secret—External), dated 11th September 1904. We agree with Cox that advance should not be made contingent upon settlement of quarantine or other questions. Amount of loan can be made available from Treasury balance at Bushire, and as loan is required by 22nd March, and Imperial Bank of Persia requires early notice of intention to transfer, we should be glad if sanction could be communicated by telegraph.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٧٩ظ] (٢٤٢/١٥٨)





309

80

INDIA OFFICE,
WHITEHALL, S.W.

Under Secy of State

In view of the terms of the
letter to the 70 approved by
Council, it seems desirable to
ascertain what the top of
interest will be, before the
letter is sent. It is only a
presumption, so far, that the
Bank pay interest on the
Banking balance.

I submit a draft letter
(in which Mr. Alcock has written)
that might perhaps be sent
at once 9.3.09 M. H. M.

Sent 10-3-09

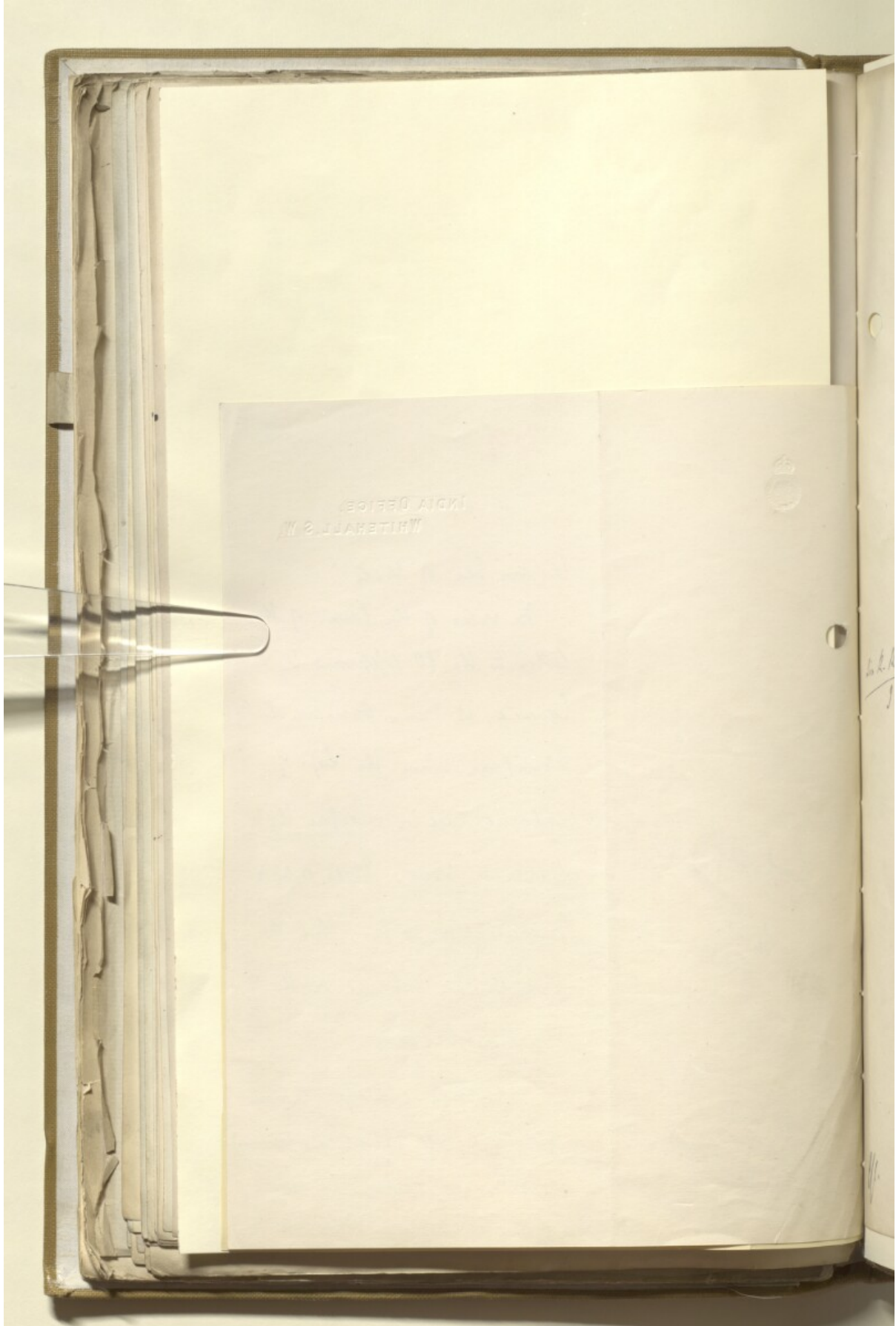
10-3-09
J. M. M.

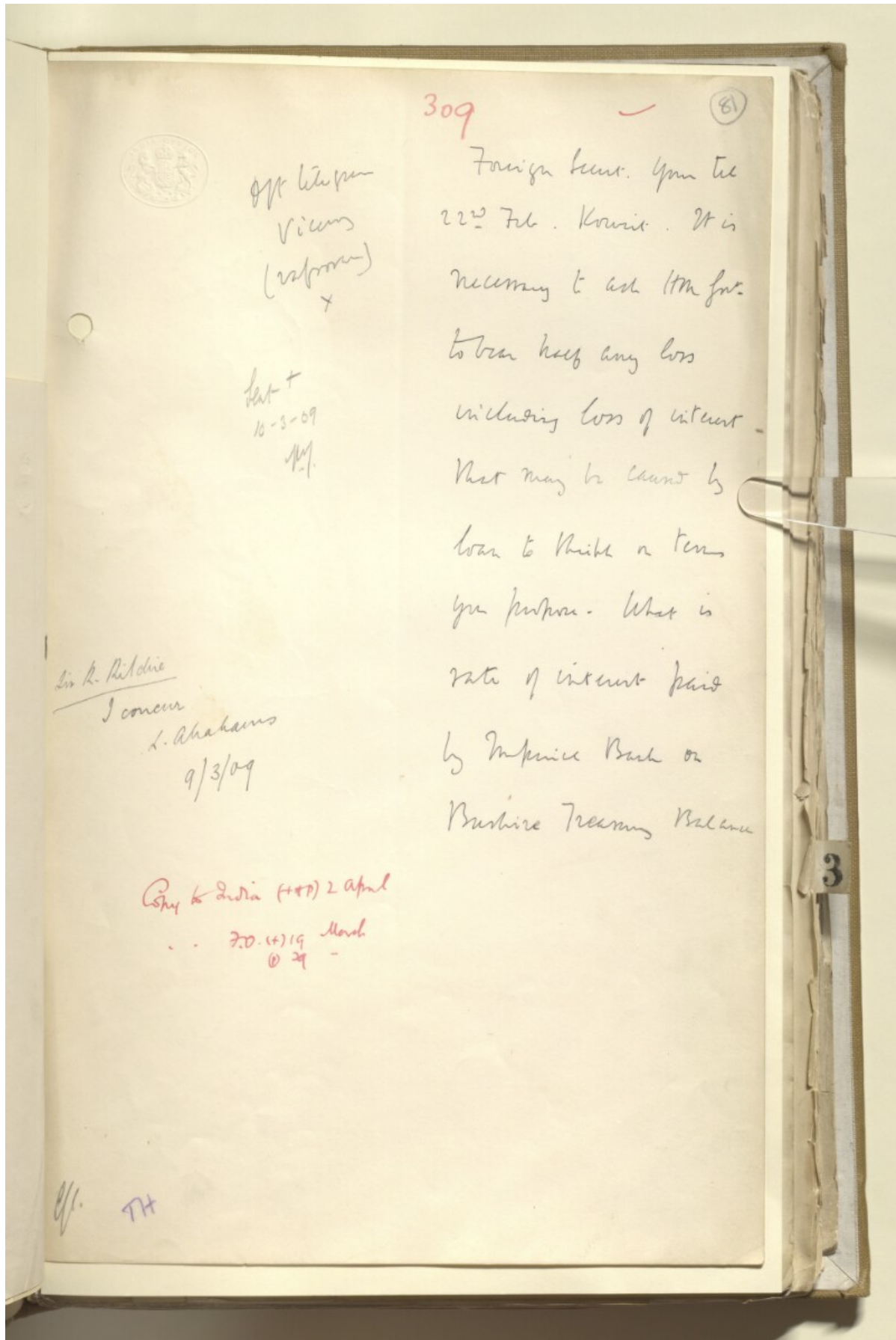
See P. L. Council
(p. 421)
16 March 1909.

3



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٨٠ظ] (٢٤٢/١٦٠)

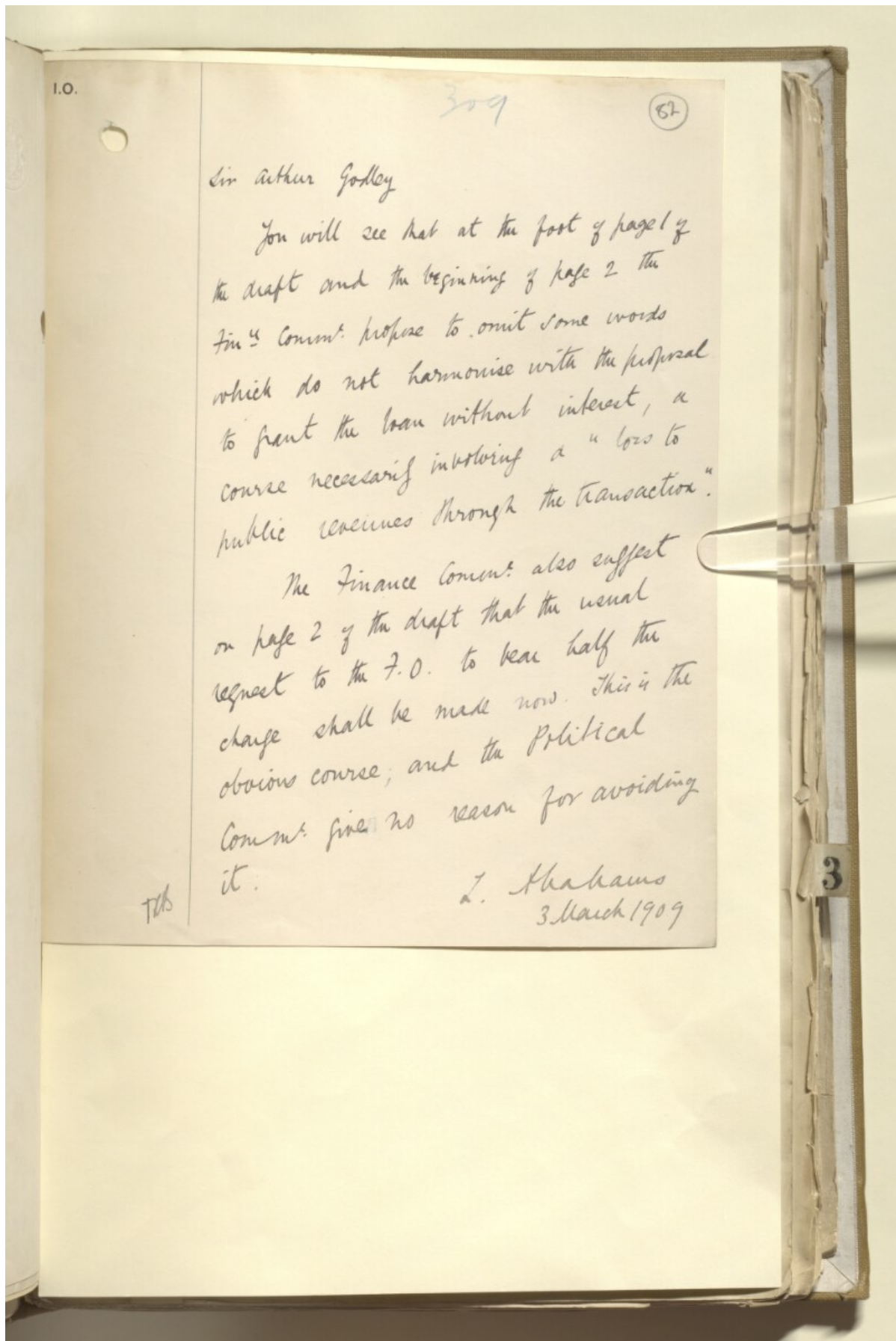






ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٨١ظ] (٢٤٢/١٦٢)





309 (52)
Sir Arthur Godley

You will see that at the foot of page 1 of the draft and the beginning of page 2 the Fin^y Comm^t propose to omit some words which do not harmonise with the proposal to grant the loan without interest, a course necessarily involving a "loss to public revenues through the transaction".

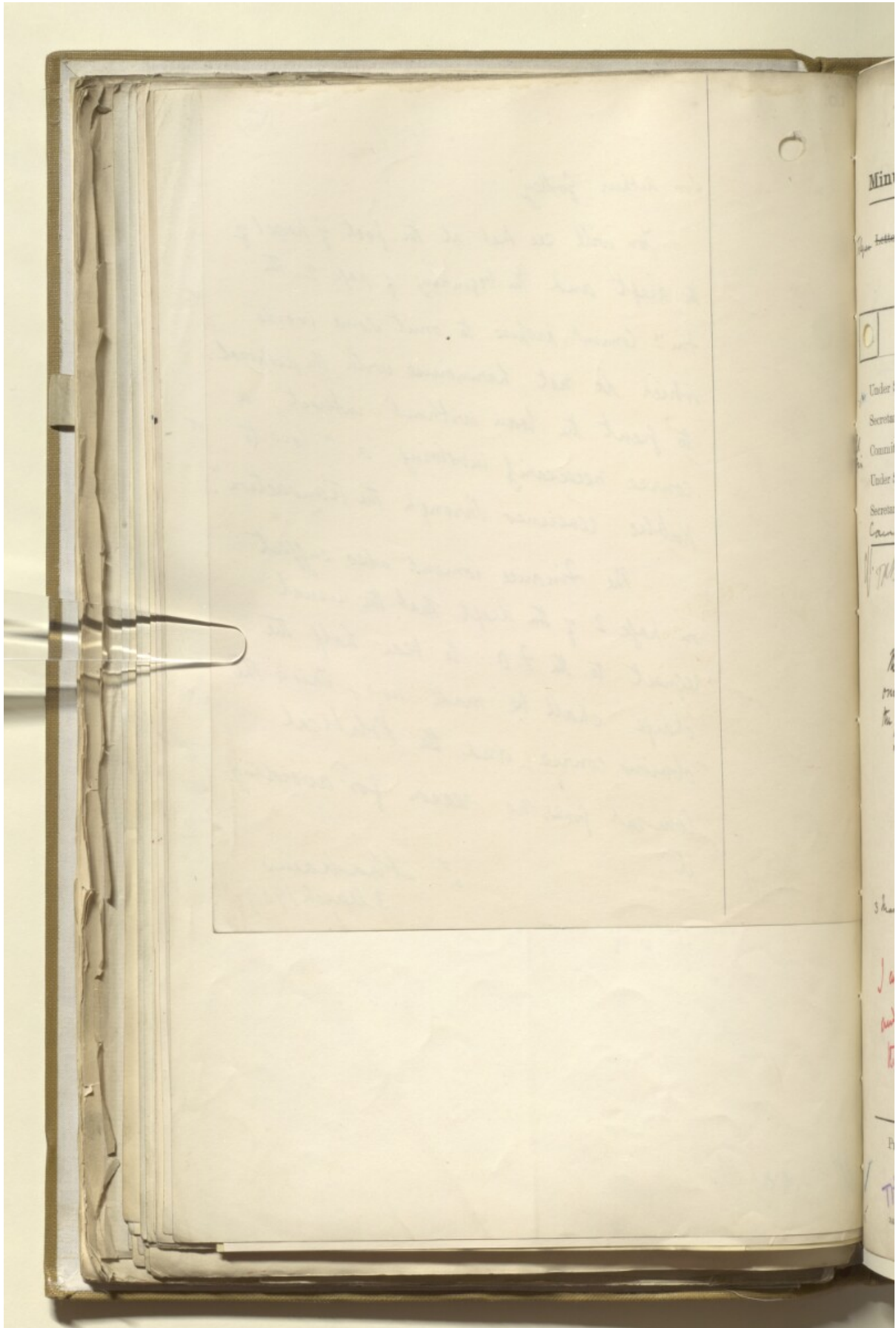
The Finance Comm^t also suggest on page 2 of the draft that the usual request to the F.O. to bear half the charge shall be made now. This is the obvious course; and the Political Comm^t gives no reason for avoiding it.

L. Khabams
3 March 1909

3



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٨٢ظ] (٢٤٢/١٦٤)





Register No. 309

Minute Paper. Political Secret Department.

Telegram Letter from Viceroy Dated } 22 February 1909.
Rec. }

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary	24 Feb	W	
Secretary of State	25	ap	
Committee	27	W	
Under Secretary	3 March	W	
Secretary of State	4	ap	
Council	5	W	

Proposed loan of Rl 2,00,000 to the Sheikh, without interest & payable in 2 annual instalments, on condition that, pending repayment, he does not borrow elsewhere.

Copy to 20 (19) 19 March 1909
29 -
20 19 March

Off. to Foreign Office

The Govt of India propose that a loan of Rl 2,00,000 (£13,333) should be made to the Sheikh of Kuwait, to be repaid in 2 years, without interest and with no conditions except that, until the loan is repaid, the Sheikh is not to borrow elsewhere. The money will be found from the Treasury balance at Basrah deposited with the Imperial Bank of Persia. at Basrah.

The preliminary question is whether, on general grounds of policy,

The Fin^{ce} Comm^{tee} support the omission of one sentence & the addition of another.

3 March 1909.

I am altogether satisfied as to this and more than satisfied with the terms so far.

Previous Papers:—

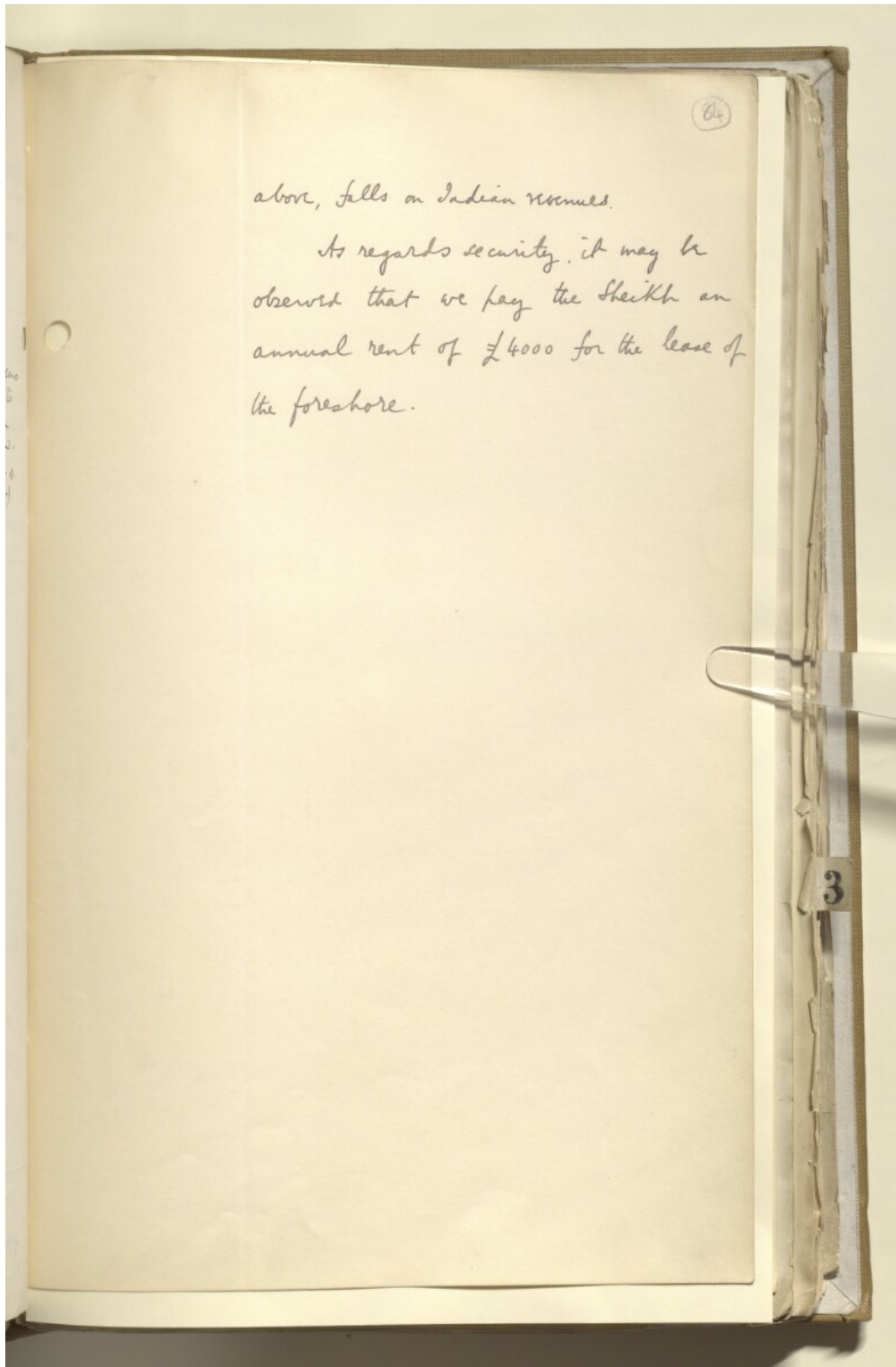
3489. L. 1135. 2000.—6/1908. [1779/07.]

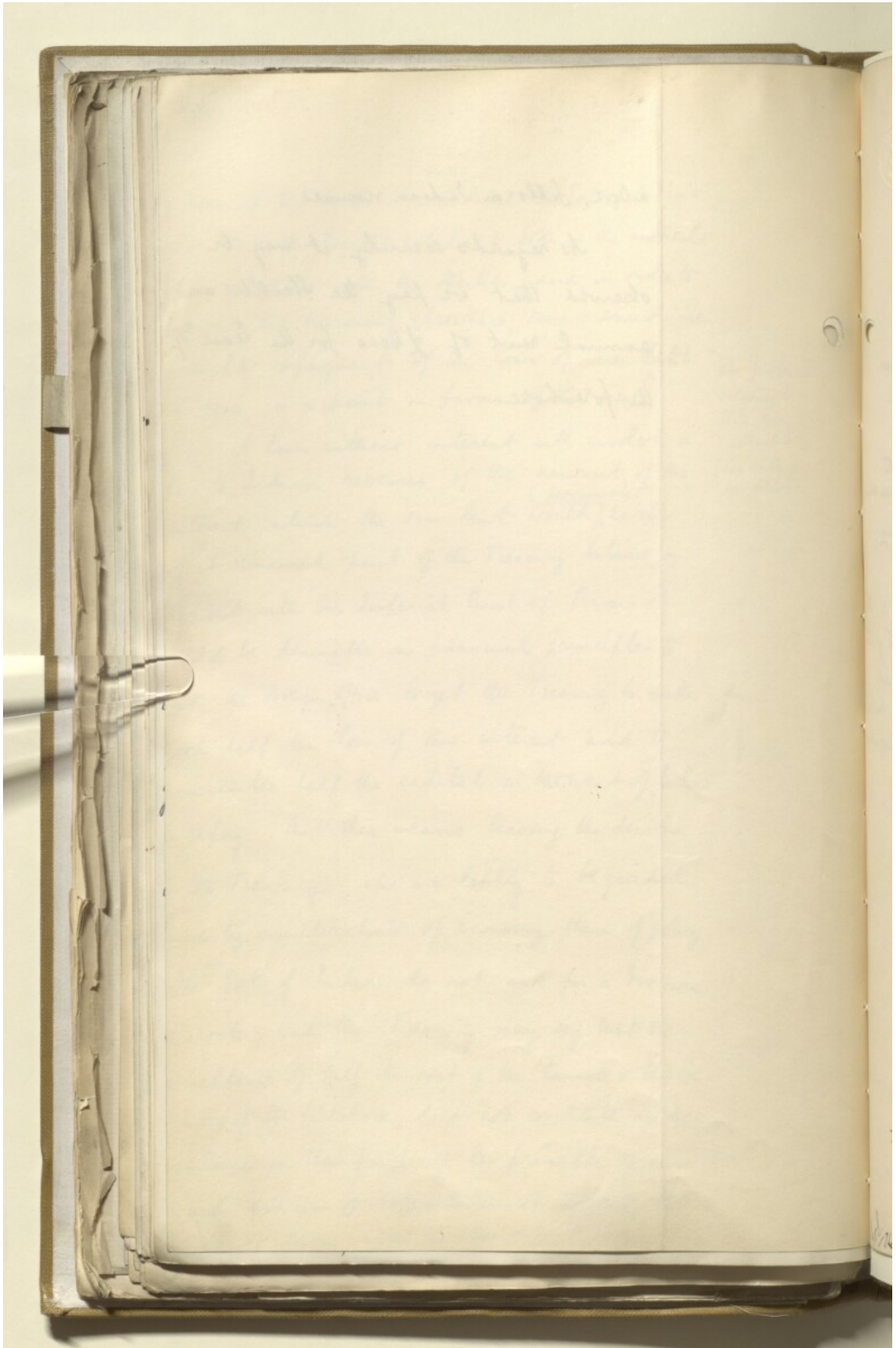


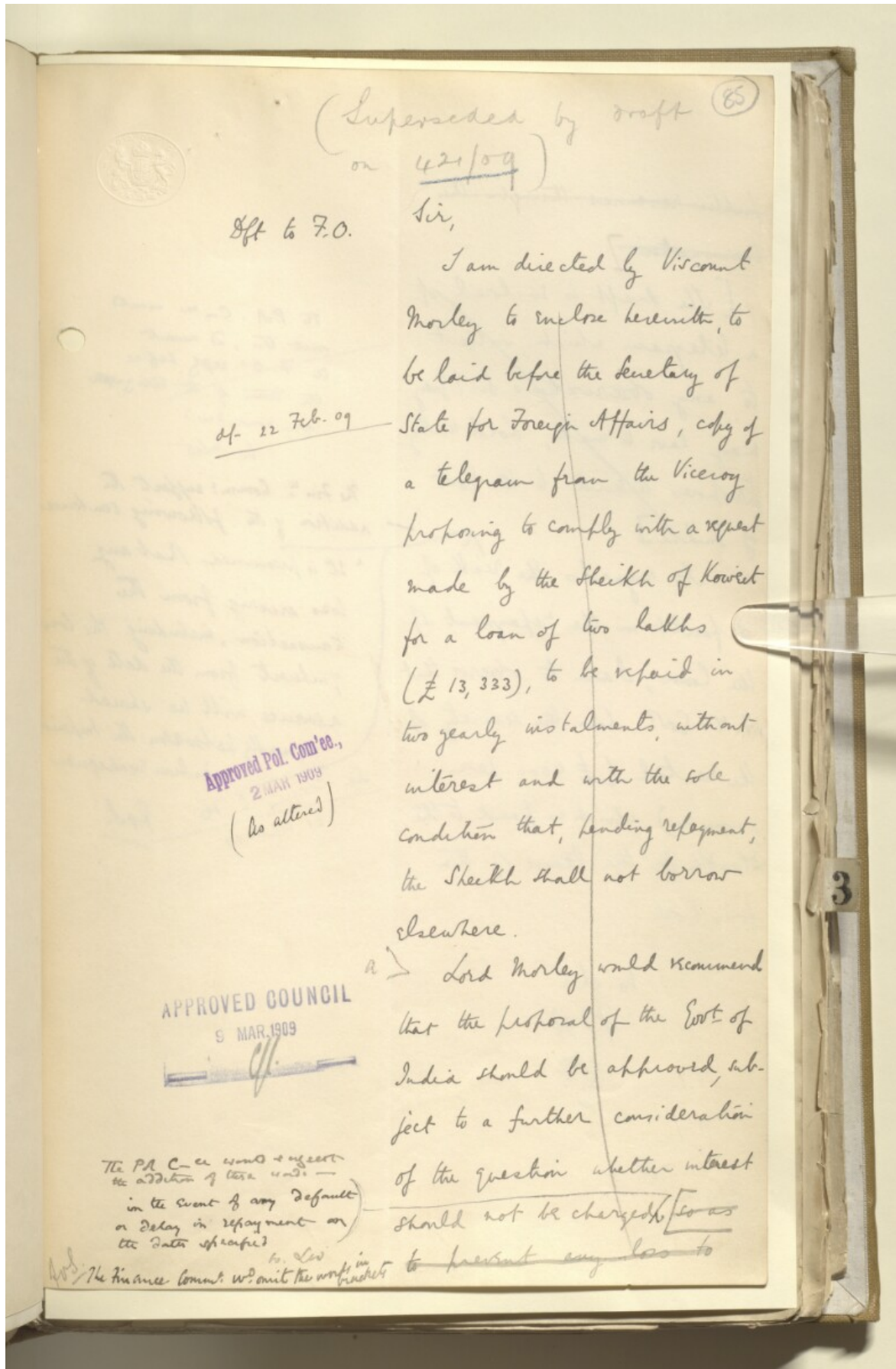
a loan of this kind is expedient. The Govt of India's view that the loan is expedient, both in the interests of our relations with the Sheikh, and in order to prevent his borrowing elsewhere, seems sound. The prompt repayment of the loan of one lakh in 1904 is a point in favour of this view.

The papers relating to this are attached. (See No. 69 of 1905, below)

A loan without interest will involve a loss to Indian revenues of the amount of the interest which the sum lent would earn if it remained part of the Treasury balance on deposit with the Imperial Bank of Persia. It would be desirable on financial principles to ask the Foreign Office to get the Treasury to make good half the loss of this interest and to guarantee half the capital in the event of failure to repay. But this means leaving the decision to the Treasury, who are likely to be guided more by considerations of economy than of policy. The Govt of India do not ask for a division of cost, and the Treasury may say that their acceptance of half the cost of the launch & the rent of the foreshore, does not constitute an acceptance on their part of the principle of an equal division of expenditure at Kuwait, the whole of which, with the two exceptions mentioned









~~public revenues through the transaction.~~

[The draft is enclosed of a telegram which, subject to any observations Sir S. Grey may have to make, Lord Males proposes to send to the Govt of India.]

As regards the risk of default in the repayment of the loan, I am to observe that H. H.'s Govt have the security of the rental (£ 4000 per annum) which is paid to the Sheikh for the lease of the foreshore.

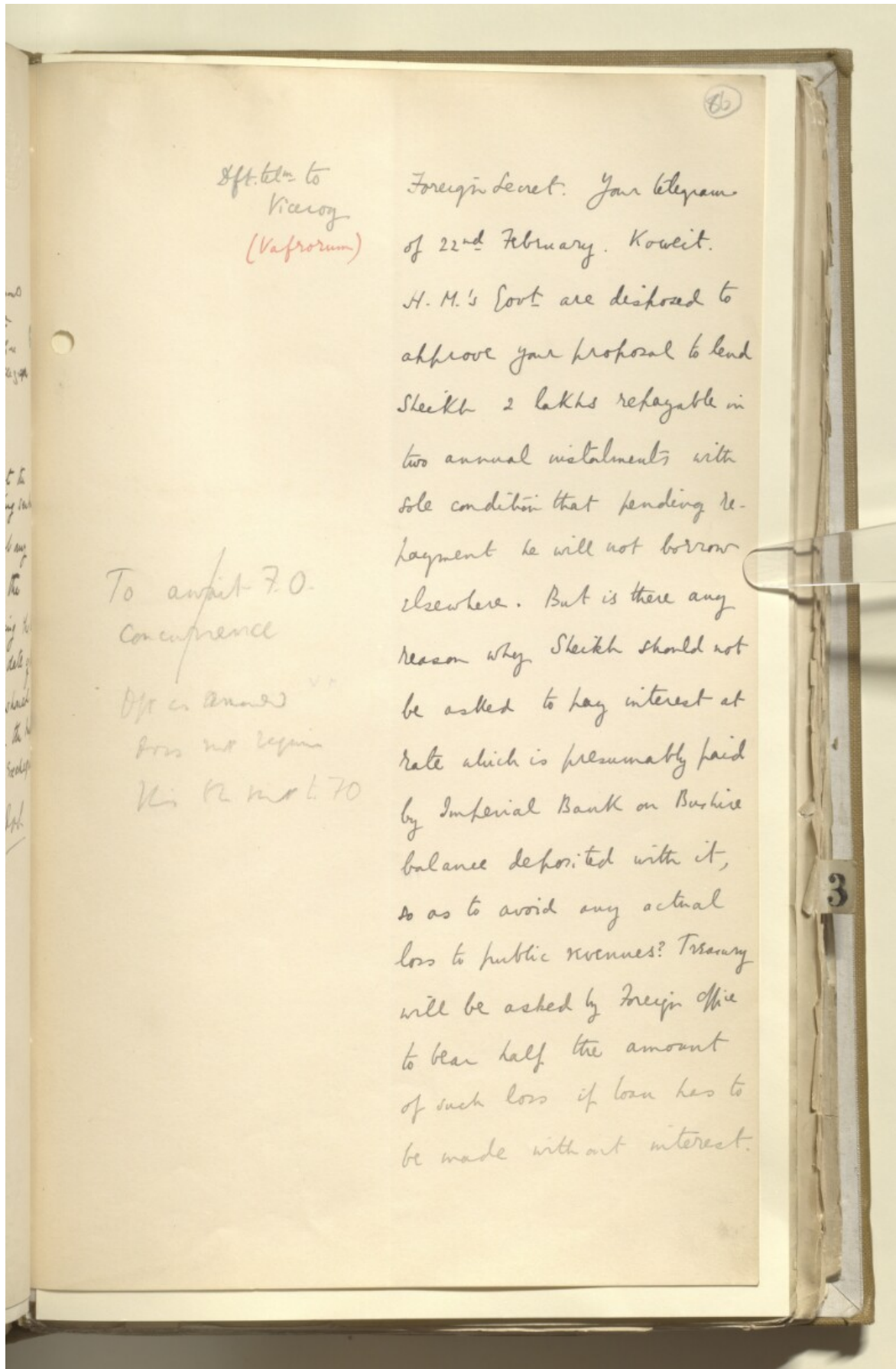
to. do
H.M.
S.D.

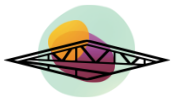
The P.A. C. can come
omit this, I assume
the F.O. reply before
the terms of the telegram
are considered
W. L. G.

The Fin. Comm. suggest the addition of the following sentence:

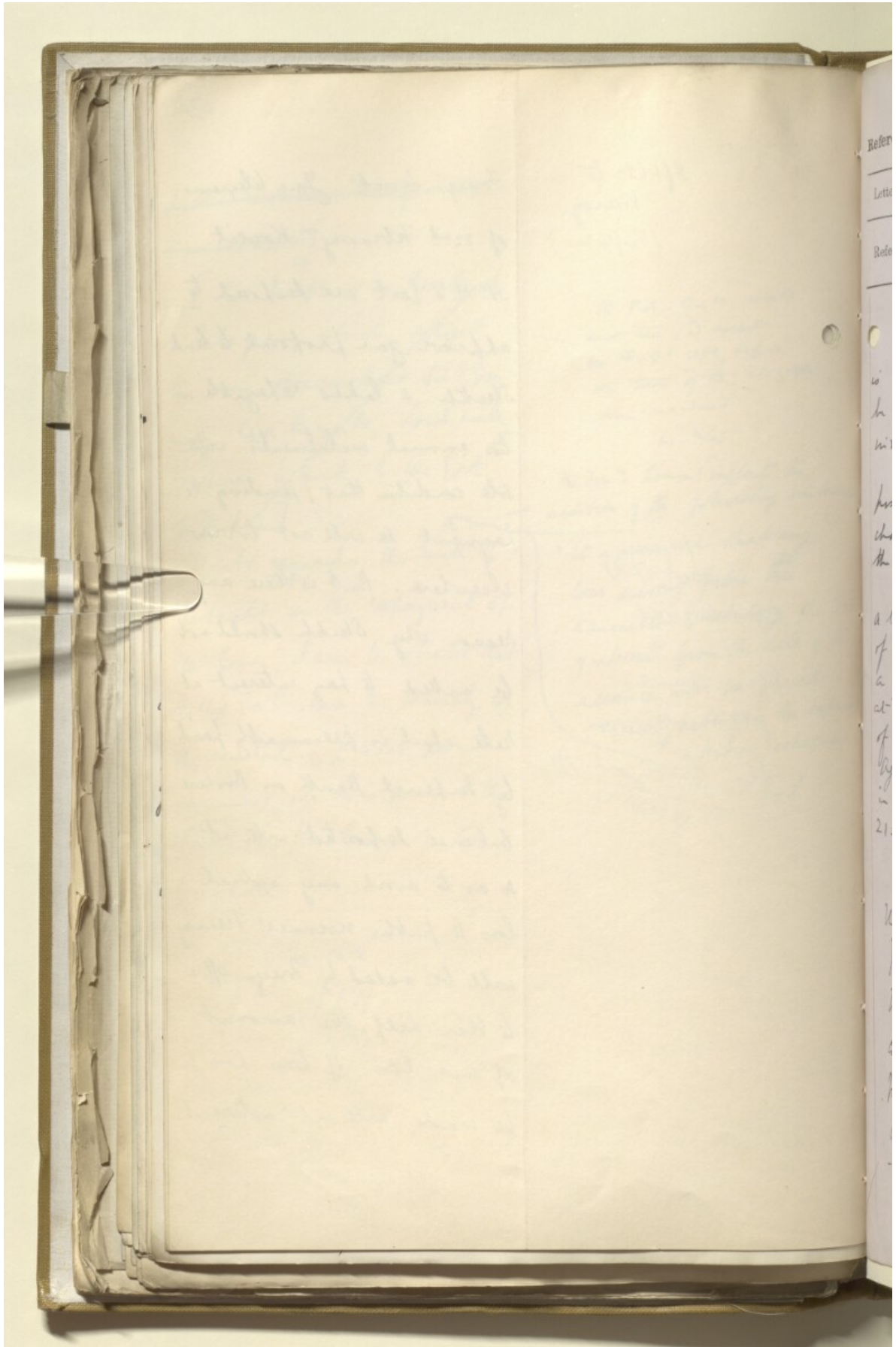
"It is presumed that any loss arising from the transaction, including the loss of interest from the date of the advance, will be shared equally between the Imperial & Indian Exchequers."

See memo to F.O. 21 Sept 07 J.S.D.





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٨٦ظ] (٢٤٢/١٧٢)





(81)

Reference Paper. Secret Political and Secret }
Department. }

Letter No. 309 Rec. 190

Referred to The Financial Secretary 22 day of Feb. 1909

For his observations.

A point for consideration is whether the F.O. should be asked ^{to share} the liabilities involved.

As to the present position of the Kuwait charges, on p. 7 of the annual memo. (3614) ²⁰⁰⁷

The Treasury accepted a liability for half (£2,000) of the yearly rent of a portion of the foreshore at Kuwait, and for half of the cost of the Political Agent's steam-launch in their letter of the 21st Sept. '07 (3709) ¹⁹⁰⁷.

In view of the position of the Treasury, which has to provide half the interest, & share the risk of non-repayment, there are obvious advantages from the political point of view of treating the matter as one exclusively affecting Indian revenues. The Govt. of India apparently take this view, as they do not raise the question of dividing the charges.

The Financial Department is not prepared to question the political advantages of making this advance, nor the view of the Govt. of India that there is not likely to be any difficulty about getting repayment. I am inclined to think that the Treasury should be asked, through the F.O., whether they are willing, in accordance with the principle of equal division of Kuwait charges which has been accepted by them in regard to recent transactions (the foreshore and the launch) to bear half the liability, in respect of interest and repayment, of the loan. But if that were done it

3

F
842
1909



it would no doubt be necessary
to convey the Sec^y of State's decision
to the Govt of India without waiting
for the Treasury's concurrence -

I also think that the Sheikh ought
not to be treated more favourably in
the matter of interest than Native
States which obtain loans from the
Govt of India i.e. that he ought to
be required to pay interest on the
proposed loan at 4 per cent.

J. H. Newmarch

23. 2. 09



Departments are requested, if they suspect that there is any mistake in this telegram, to communicate immediately with the Private Secretary to the Parliamentary Under Secretary of State.

86

COPY OF TELEGRAM.

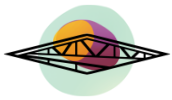
FROM *Paris*
DATED *Salvador 22nd Sept: '09*
RECEIVED AT LONDON OFFICE *21st Sept: 9.49 p.m.*

*This will
+ used under
consideration.*

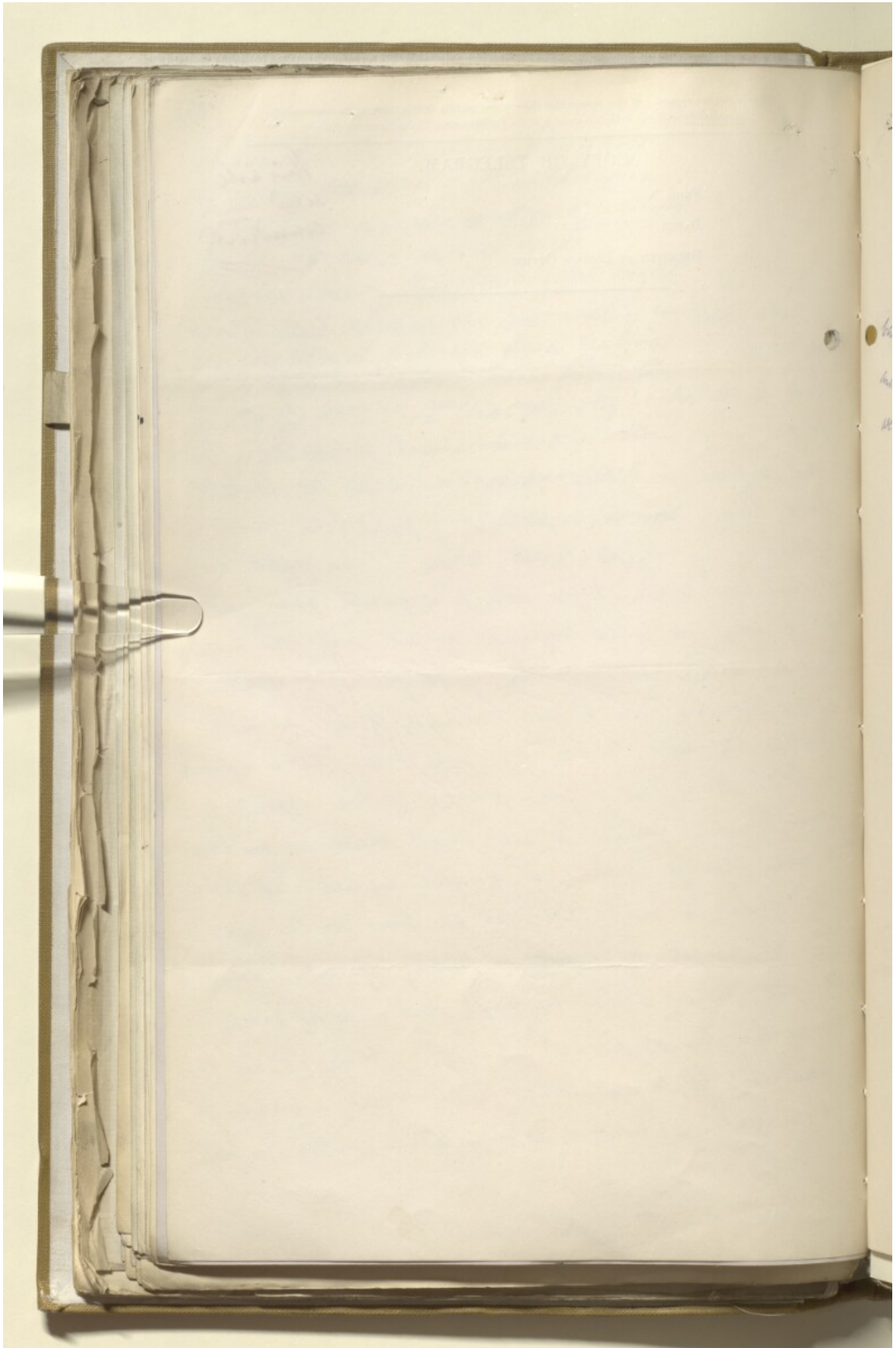
22/2.

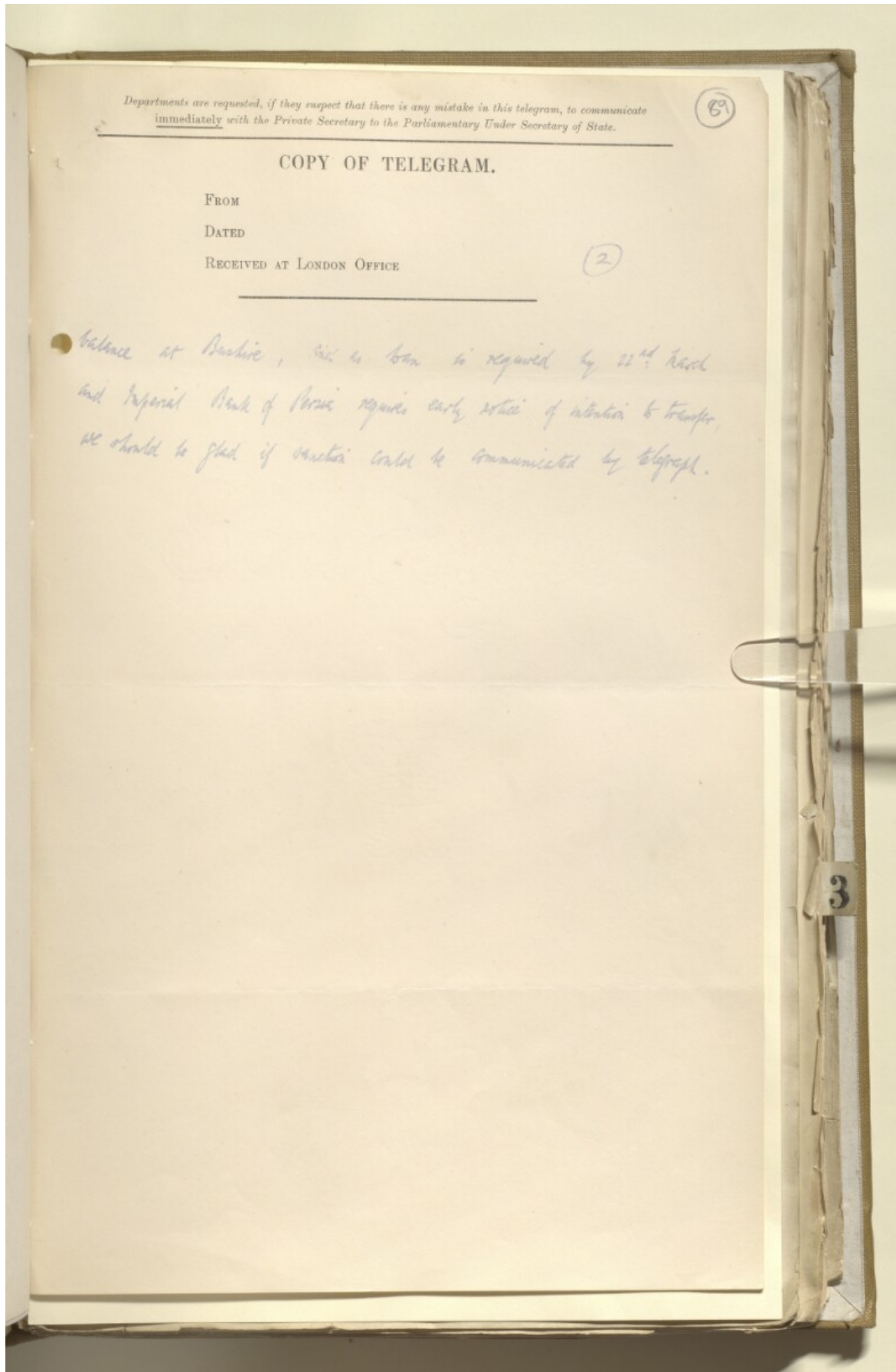
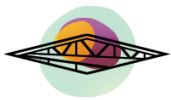
Amoy, secret. Kuwait. Khalil has applied to Political Agent for loan of Rs. 2,00,000 free of interest, to be repaid in two yearly instalments. Khalil has been making large purchases of land and explains that his need for ready money is due to large advances made to great merchants who cannot be pressed for immediate repayment, and to fact that his brother Khalil Mhagel, has asked for postponement of payment of this year's instalment of large loan due to Khalil Mhagel. These suggests that opportunity might be taken to press settlement of quarantine question and that of Amoy, home - see correspondence that with weekly letter No. 37 M dated 10th September 1908. See, also through supports application, considers that loan should be made independently of any political advantages that might be taken of it. He considers that it is desirable on political reasons, and to prevent possibility of Khalil applying for pecuniary assistance elsewhere, to make required advance free from interest, on condition that it is repaid in two yearly instalments, and that until repayment is made, Khalil shall not borrow from other sources. He does not anticipate any difficulty in procuring repayment. Loan of Rs. 1,00,000 advanced in 1904 was promptly repaid. See our despatch No. 169 (Kutub - Mhagel) dated 11th Sept: 1904. He agrees with you that advance should not be made contingent upon settlement of quarantine or other questions. Amount of loan can be made available from Treasury

3



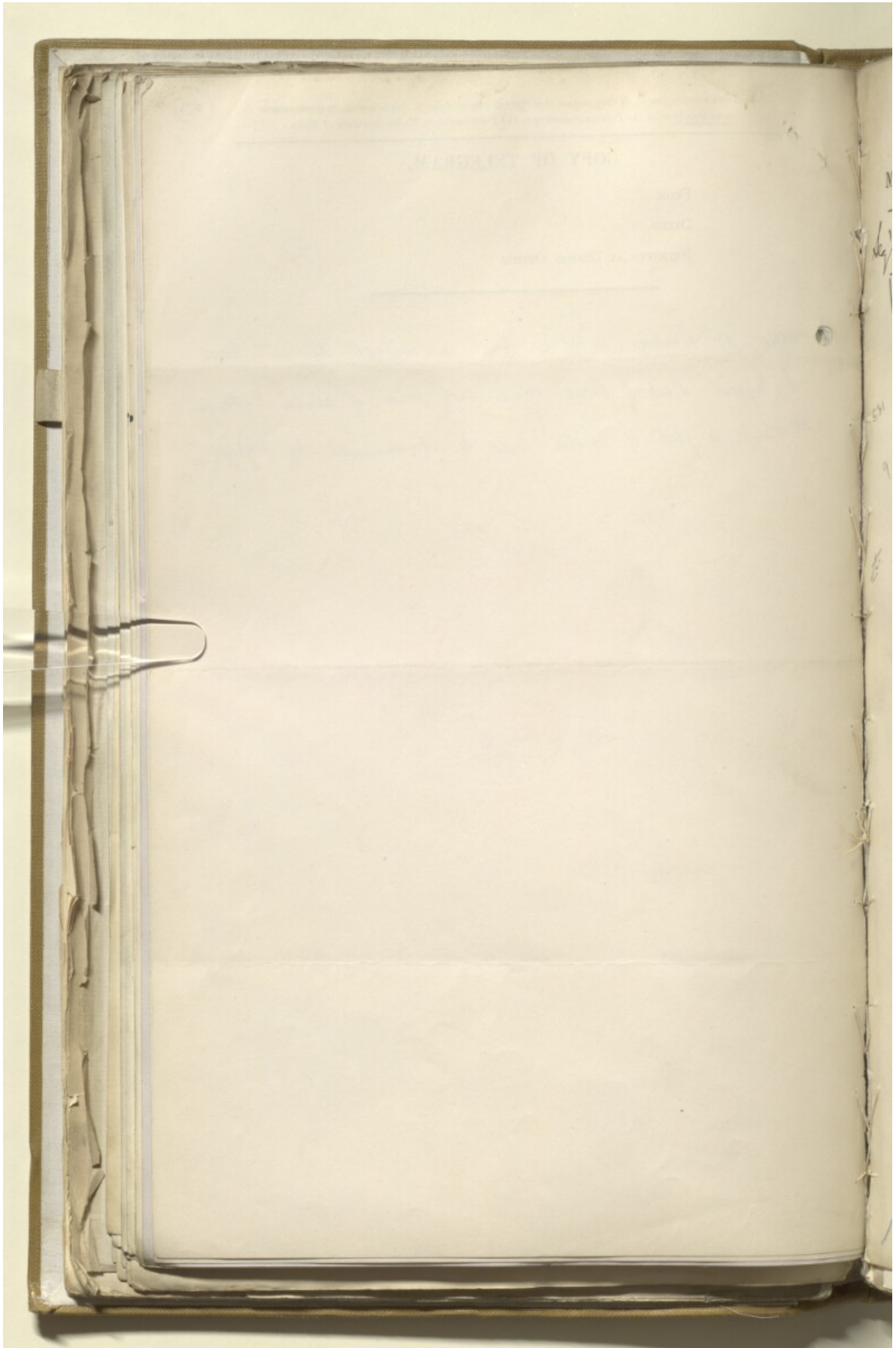
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٨٨ظ] (٢٤٢/١٧٦)







ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٨٩ظ] (٢٤٢/١٧٨)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ". [٩٠] (٢٤٢/١٧٩)

Minute Paper.

Register No. 619

SECRET DEPARTMENT.

Letter from India, Hoson., Dated 9 March 1905.
Rec. 25

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	31/12/04	gk	Koweit. Repayment by the Sheikh of the loan of one lakh of Rupees granted to him by the Govt. of India.
Secretary of State	31	as	
Committee	31	SB	
Under Secretary.....			
Secretary of State			

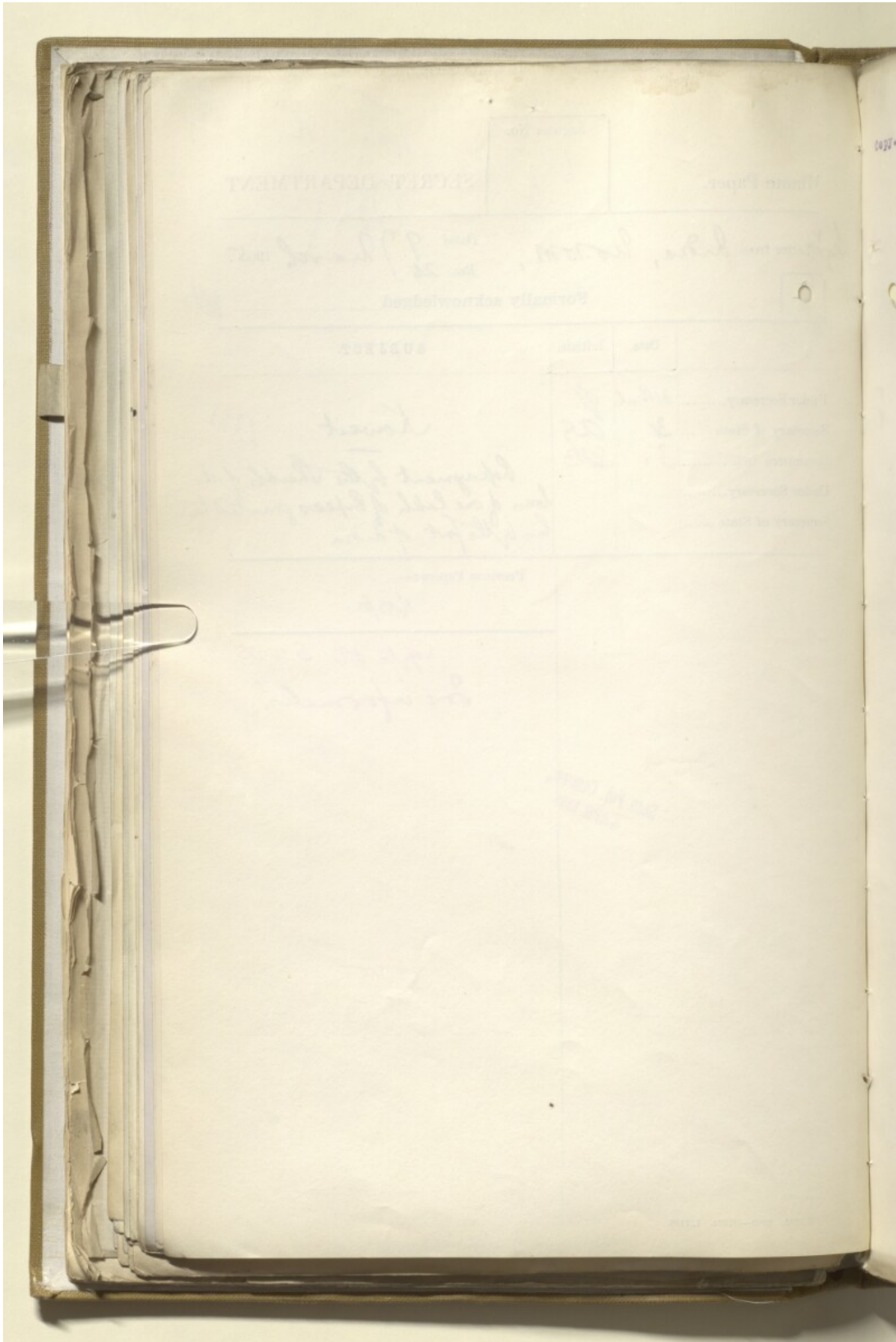
Previous Papers:—
1653/04
Cp to PD 5.4.05
For information.

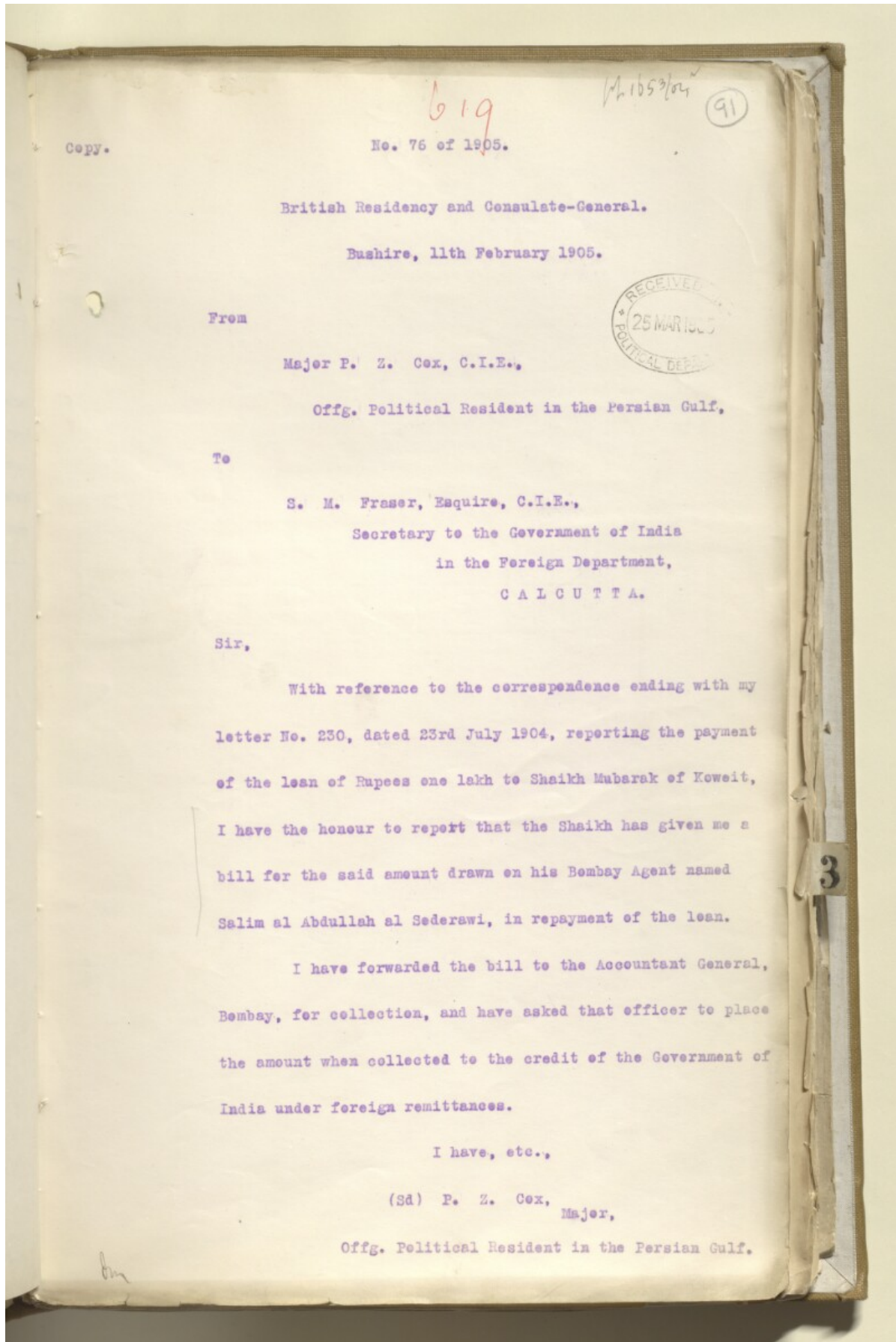
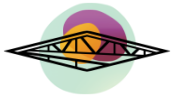
Seen Pol. Comtee.
4 APR. 1905

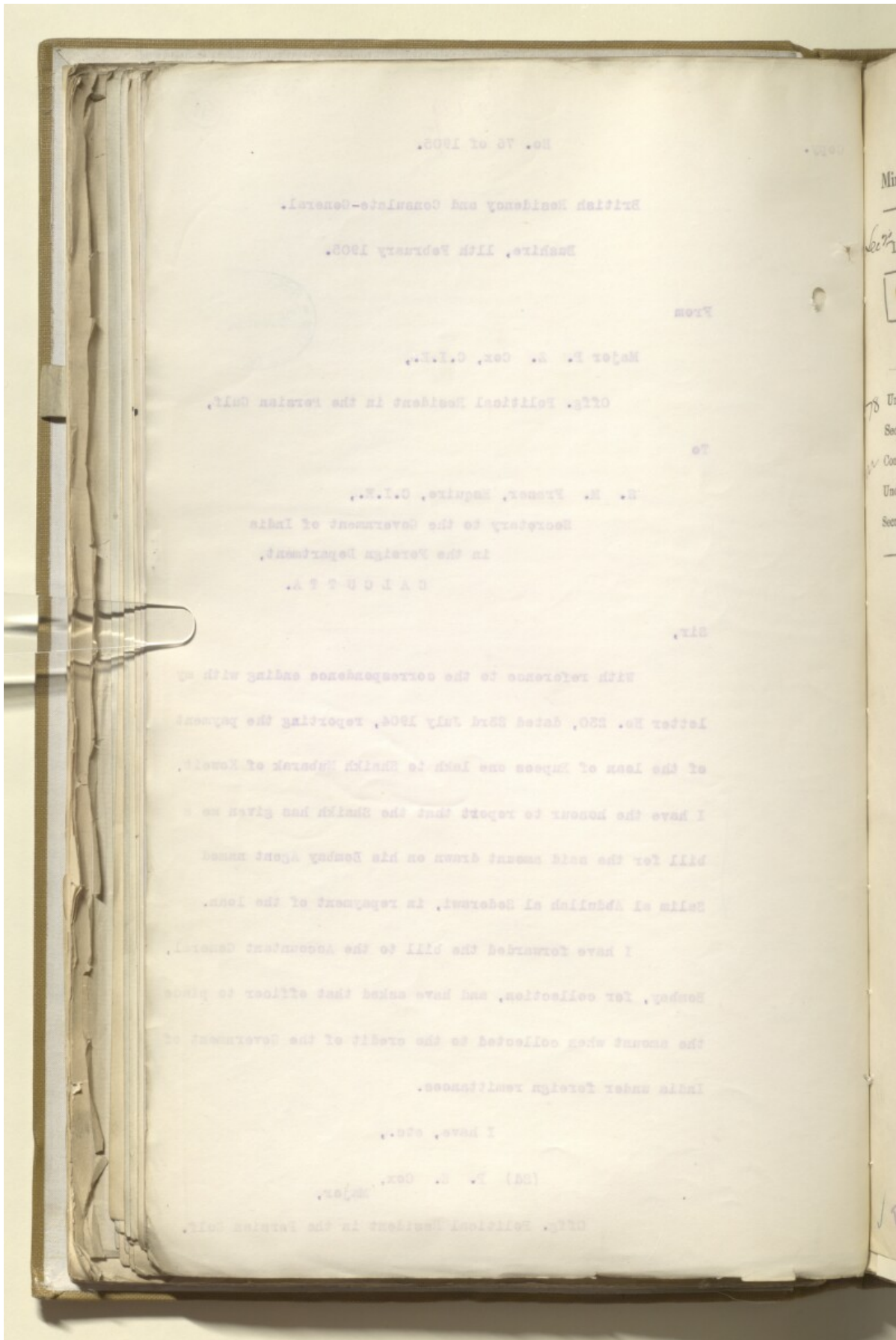
TIT
9935. 2000—6/1904. I. 1135.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٩٠ ظ] (٢٤٢/١٨٠)









ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ". [٩٢و] (٢٤٢/١٨٣)

92

Register No. 1757

Minute Paper. SECRET DEPARTMENT.

Letter from India, No. 37 M Dated 15 Sept. 1904
Rec. 3 Oct.

Formally acknowledged

	Date.	Initials.	SUBJECT.
78 Under Secretary.....	6 Oct	HL	Koweit. Undertaking of the Sheikh with regard to the loan of one lakh granted by Govt. of India.
Secretary of State		HW	
Committee	7	SWB	
Under Secretary.....			
Secretary of State			

Previous Papers:— 1653

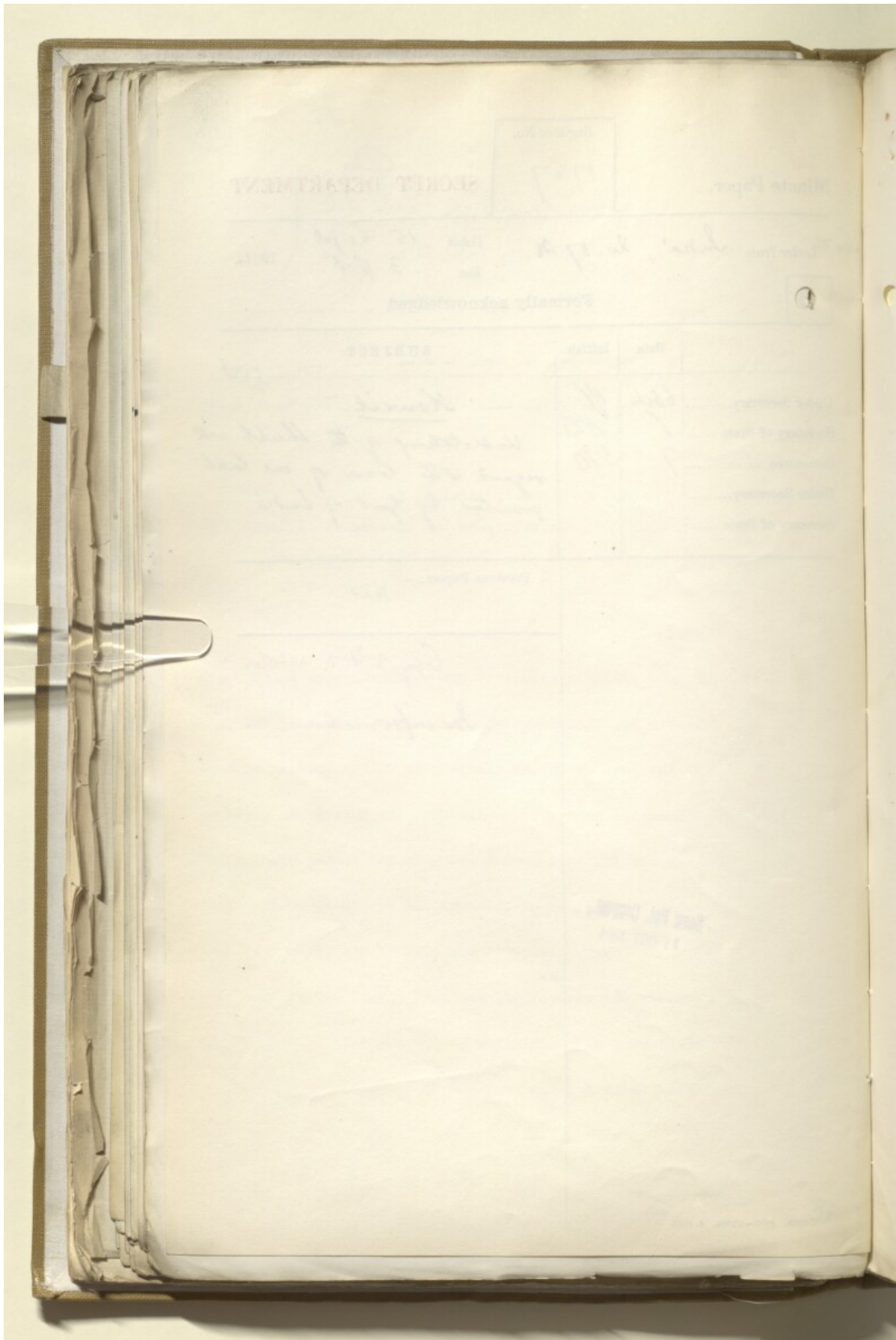
Copy to F.O. 19/10/04
In information

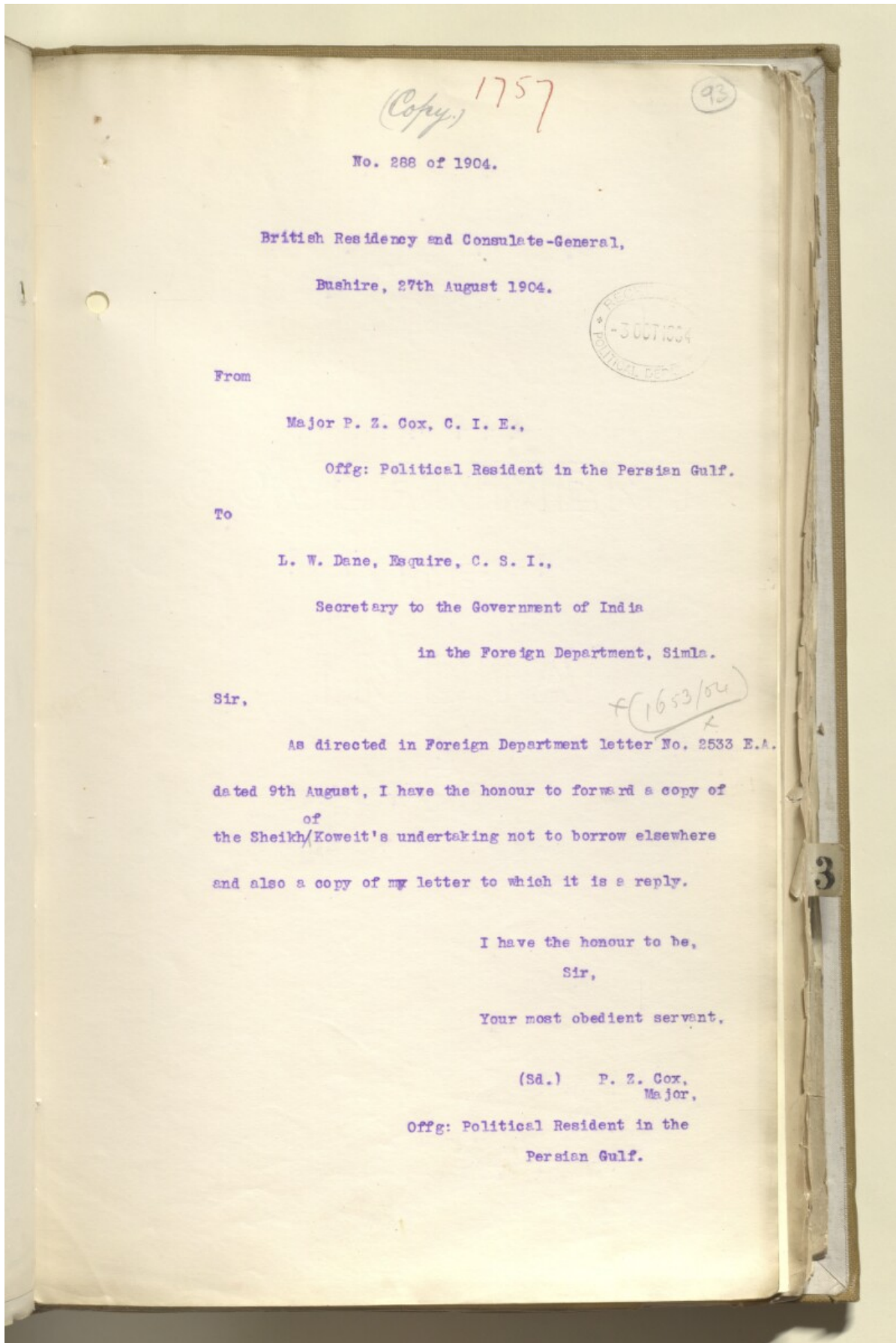
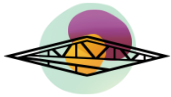
Seen Pol. Comm. 11 OCT. 1904

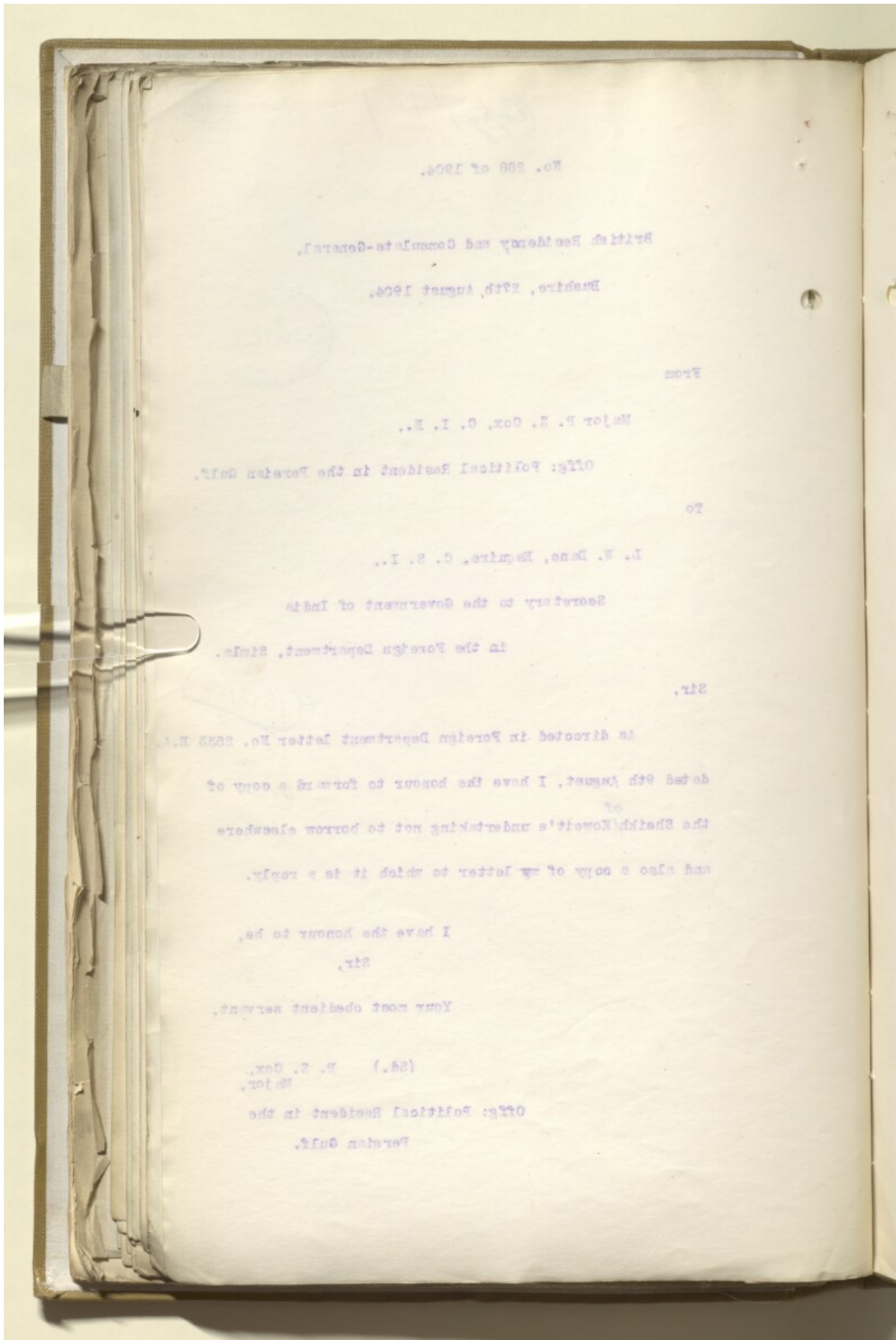
Y 9935. 2000—5/1904. I. 1135.

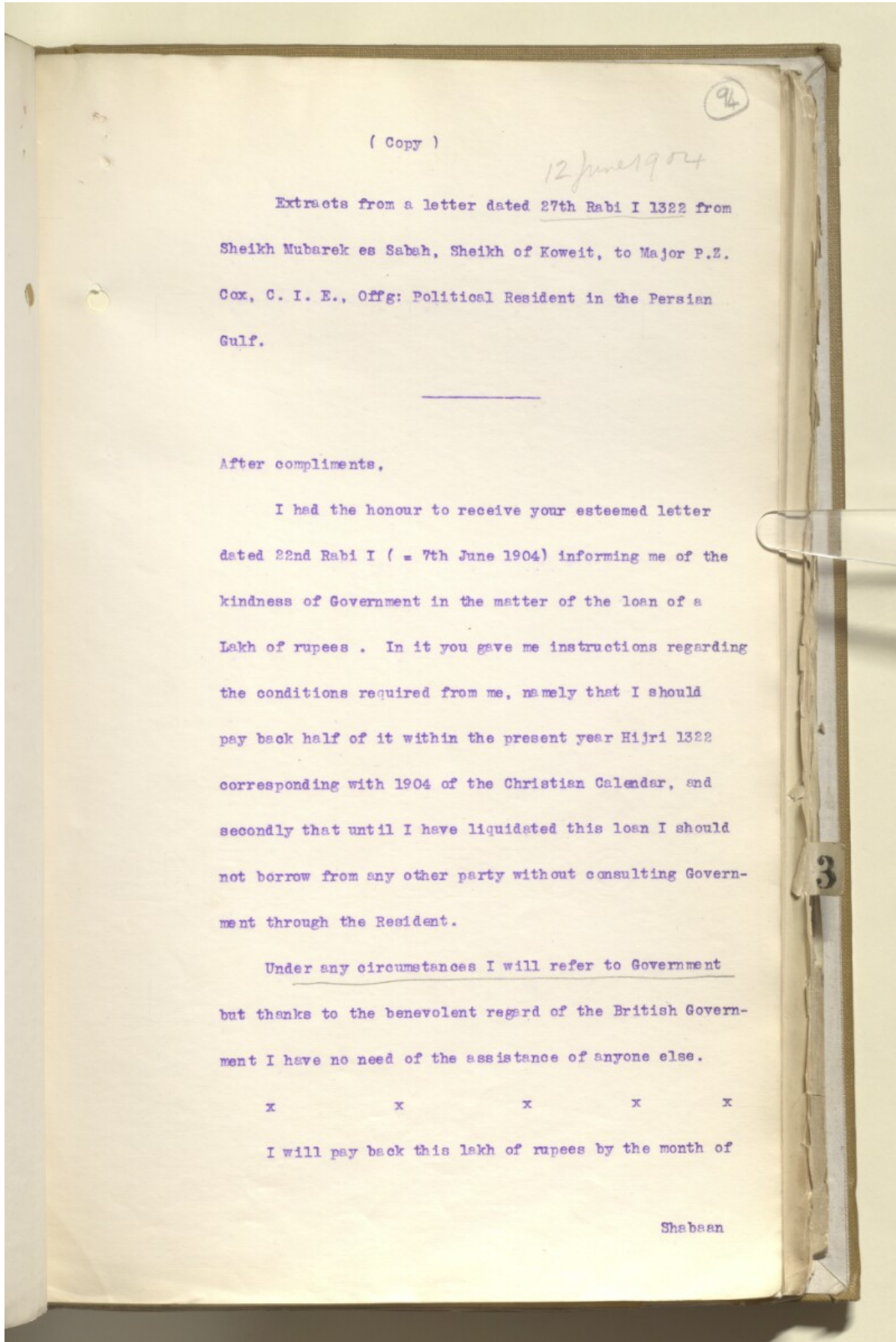


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٩٢ظ] (٢٤٢/١٨٤)









(Copy)

12 June 1904

Extracts from a letter dated 27th Rabi I 1322 from
Sheikh Mubarek es Sabah, Sheikh of Koweit, to Major P.Z.
Cox, C. I. E., Offg: Political Resident in the Persian
Gulf.

After compliments,

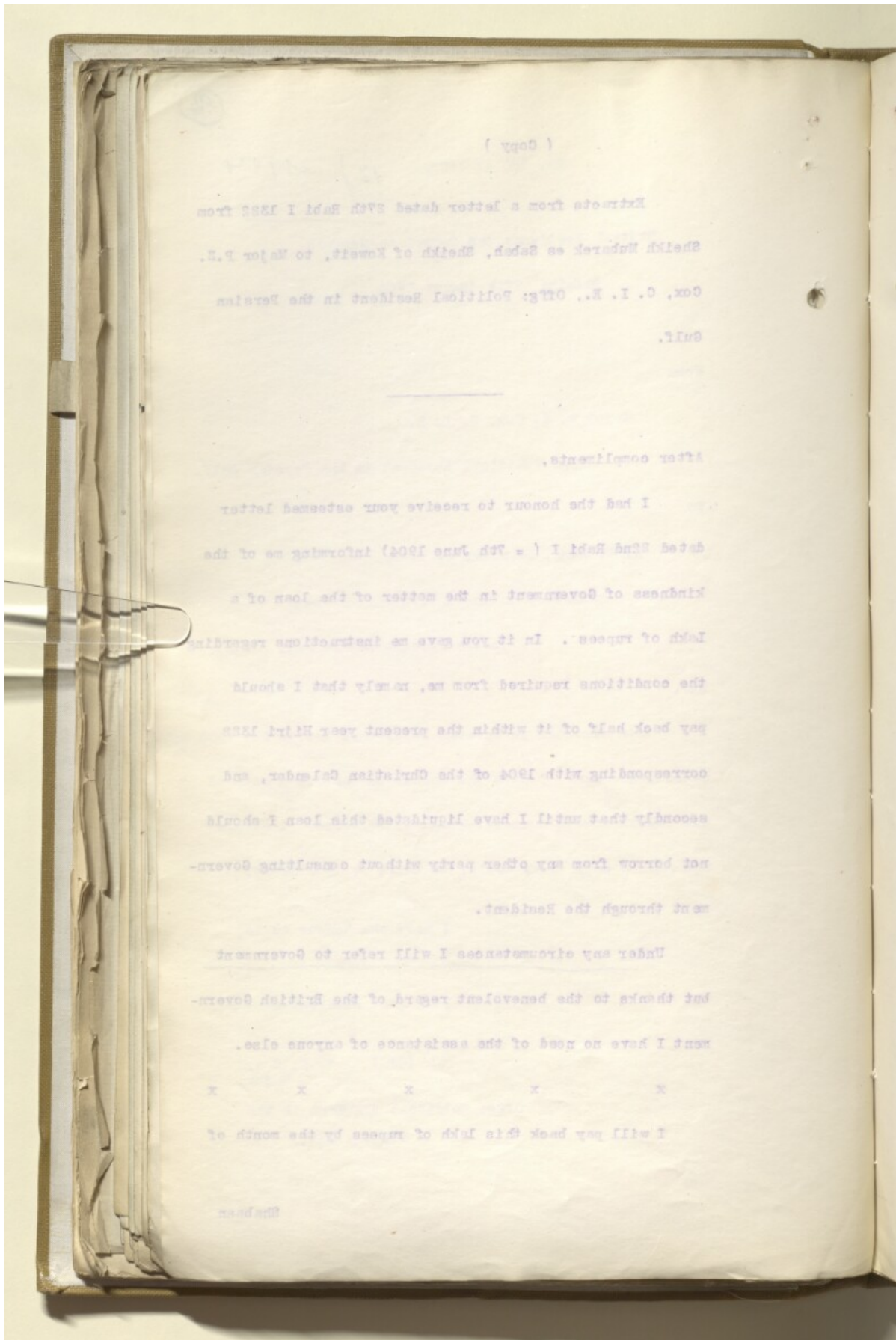
I had the honour to receive your esteemed letter
dated 22nd Rabi I (= 7th June 1904) informing me of the
kindness of Government in the matter of the loan of a
Lakh of rupees . In it you gave me instructions regarding
the conditions required from me, namely that I should
pay back half of it within the present year Hijri 1322
corresponding with 1904 of the Christian Calendar, and
secondly that until I have liquidated this loan I should
not borrow from any other party without consulting Govern-
ment through the Resident.

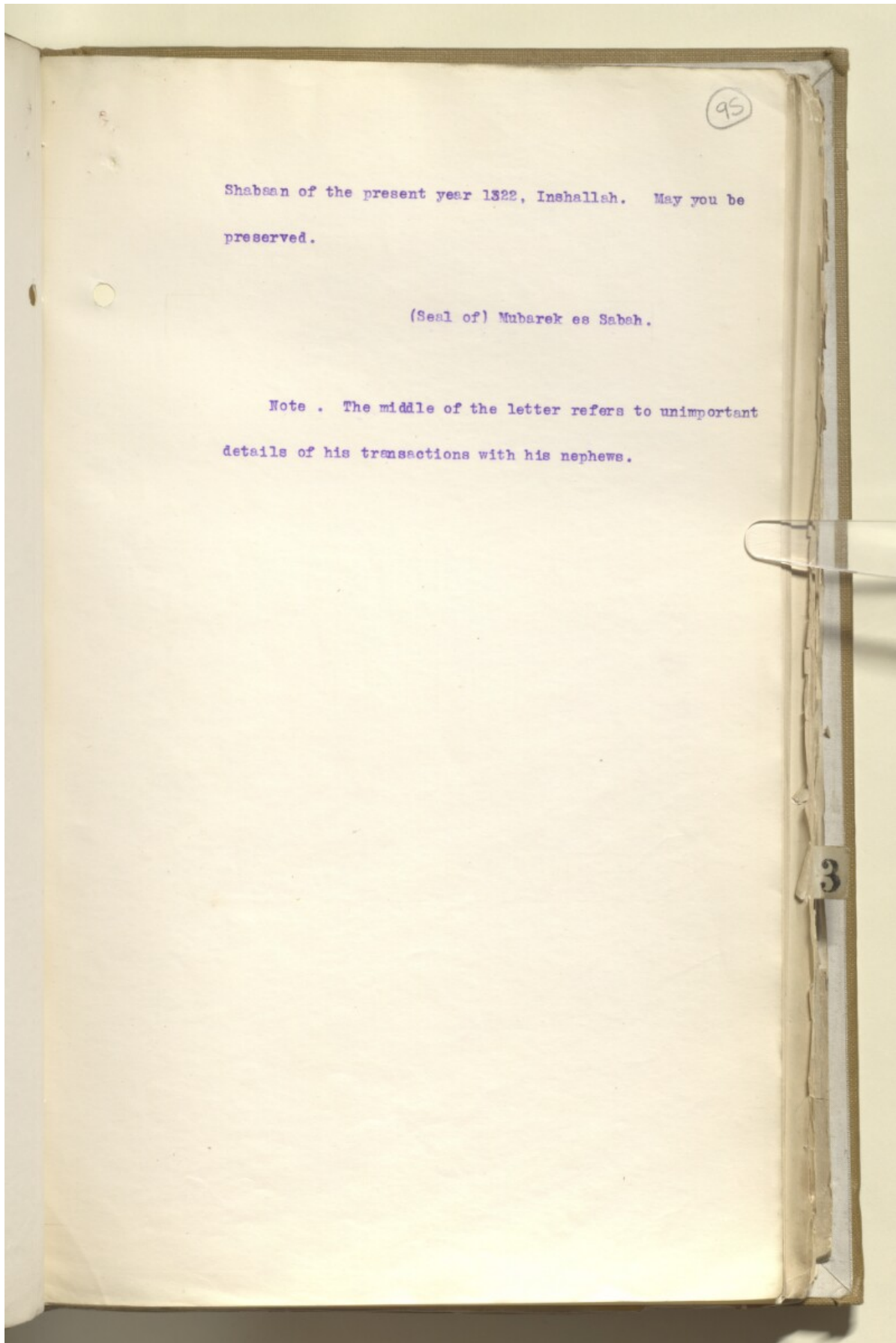
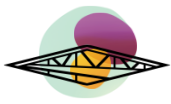
Under any circumstances I will refer to Government
but thanks to the benevolent regard of the British Govern-
ment I have no need of the assistance of anyone else.

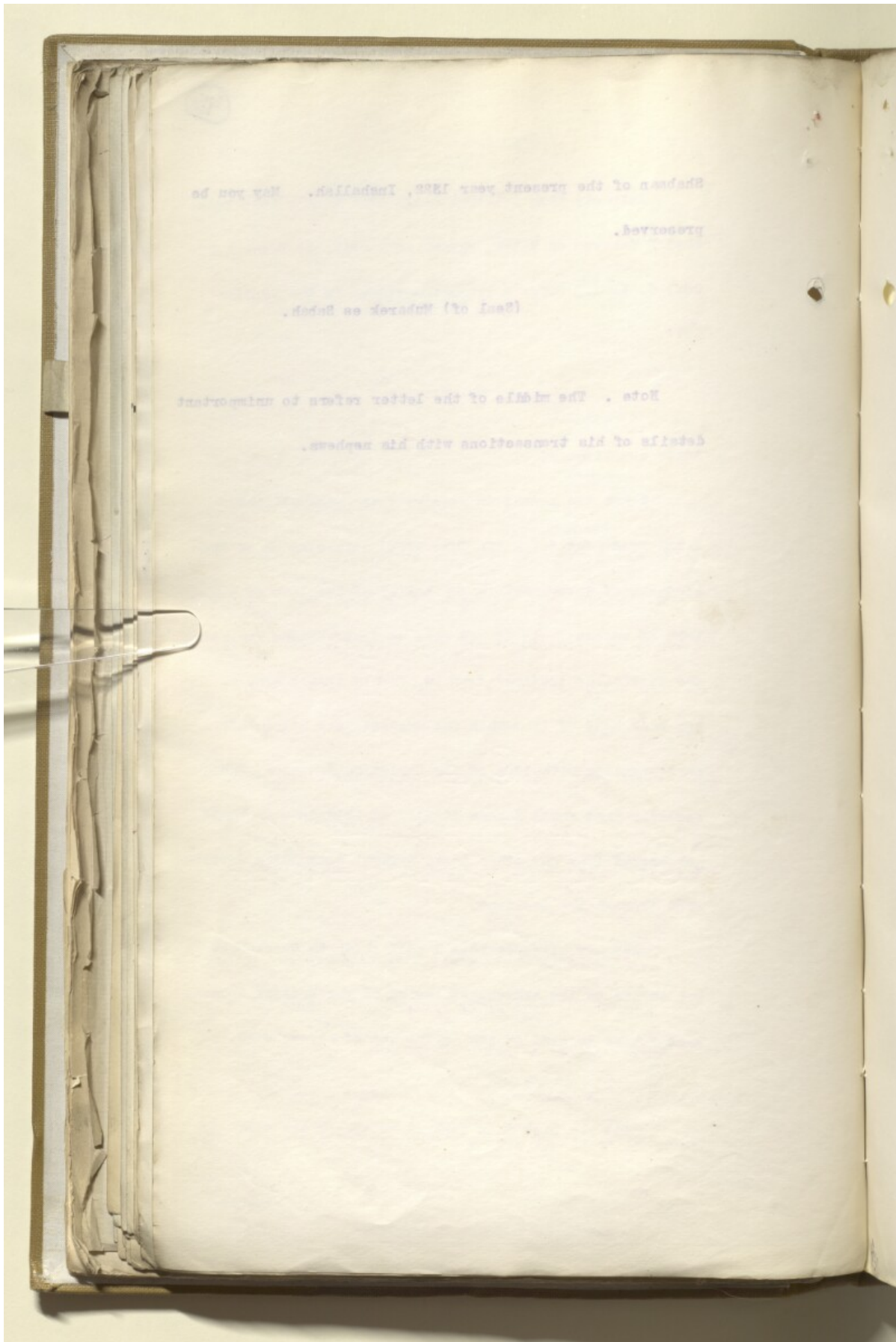
x x x x x

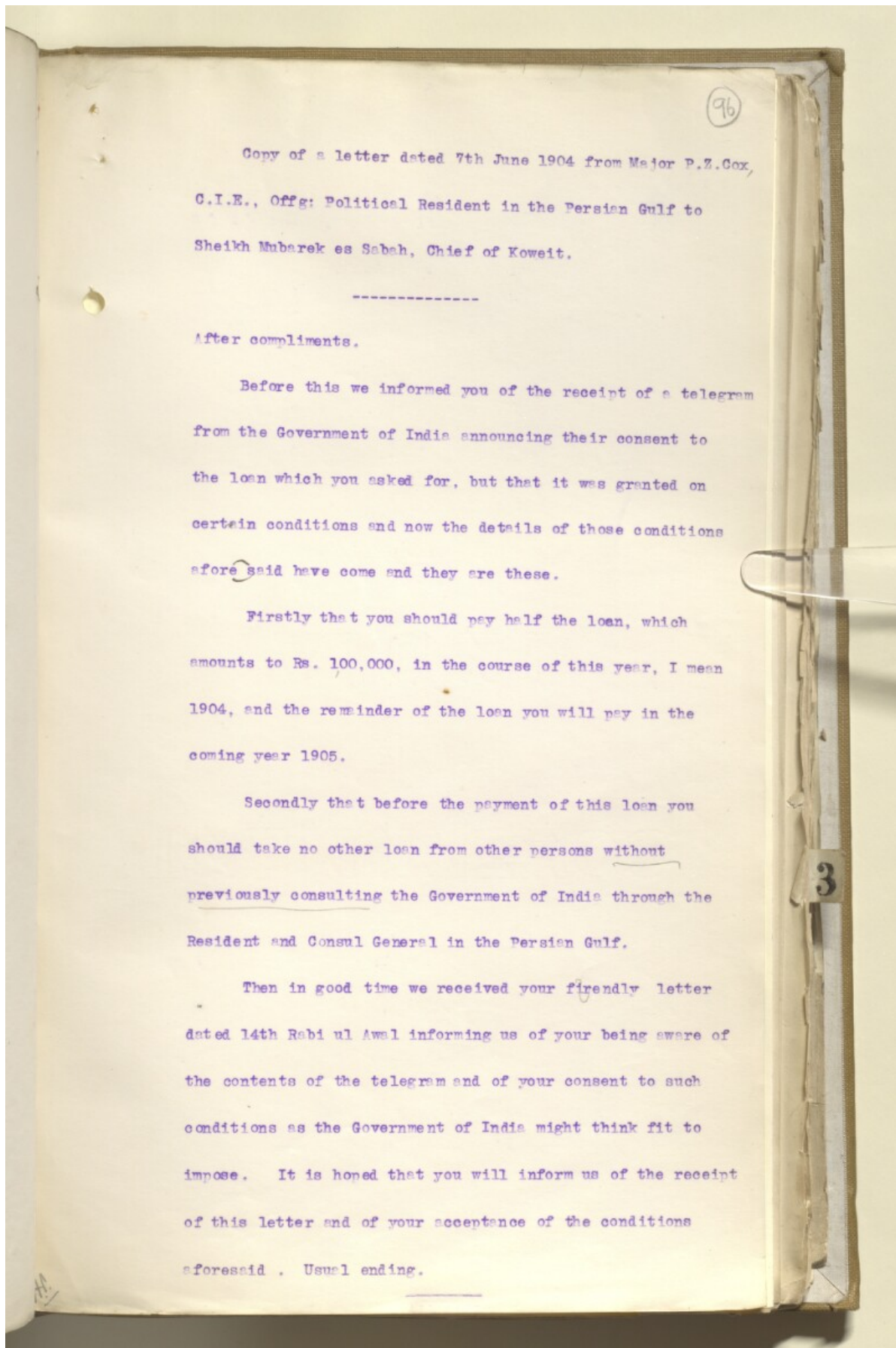
I will pay back this lakh of rupees by the month of

Shabaan









Copy of a letter dated 7th June 1904 from Major P.Z.Cox,
C.I.E., Offg: Political Resident in the Persian Gulf to
Sheikh Mubarek es Sabah, Chief of Kuwait.

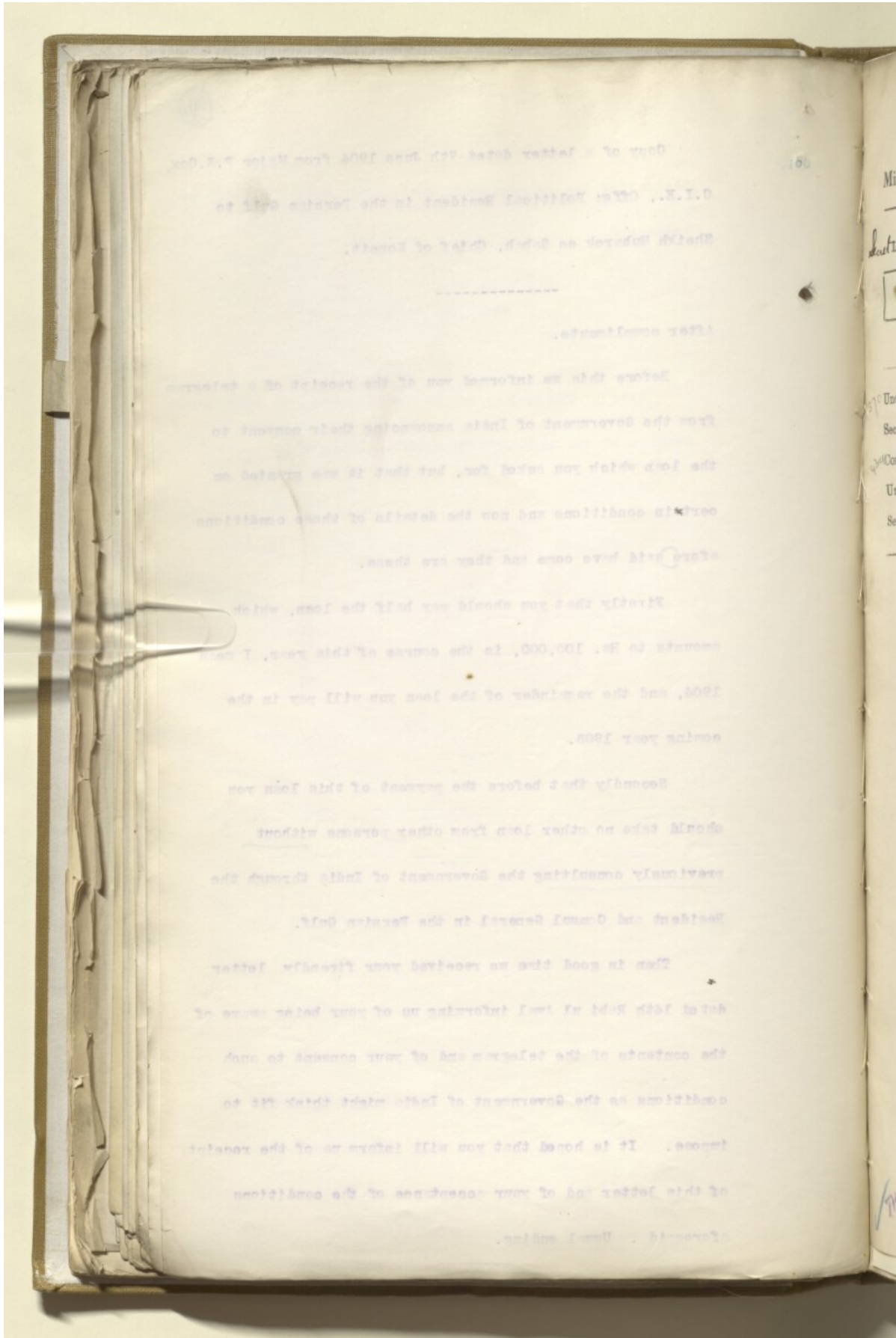
After compliments.

Before this we informed you of the receipt of a telegram
from the Government of India announcing their consent to
the loan which you asked for, but that it was granted on
certain conditions and now the details of those conditions
afore said have come and they are these.

Firstly that you should pay half the loan, which
amounts to Rs. 100,000, in the course of this year, I mean
1904, and the remainder of the loan you will pay in the
coming year 1905.

Secondly that before the payment of this loan you
should take no other loan from other persons without
previously consulting the Government of India through the
Resident and Consul General in the Persian Gulf.

Then in good time we received your friendly letter
dated 14th Rabi ul Awaal informing us of your being aware of
the contents of the telegram and of your consent to such
conditions as the Government of India might think fit to
impose. It is hoped that you will inform us of the receipt
of this letter and of your acceptance of the conditions
aforesaid. Usual ending.





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٩٧و] (٢٤٢/١٩٣)

(97)

Minute Paper. Register No. 1653 SECRET DEPARTMENT

Letter from India, no. 169 Dated 1 Sept. 1904
Rec. 19 Sept.

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	20	RM	Koweit. Circumstances in which the Govt. of India granted a loan of Rs 1,00,000 to the Sheikh.
Secretary of State	21	5-20	
Committee			
Under Secretary.....			
Secretary of State			

Previous Papers:—
1158.

Copy to S.O. 3/10/04
For information.

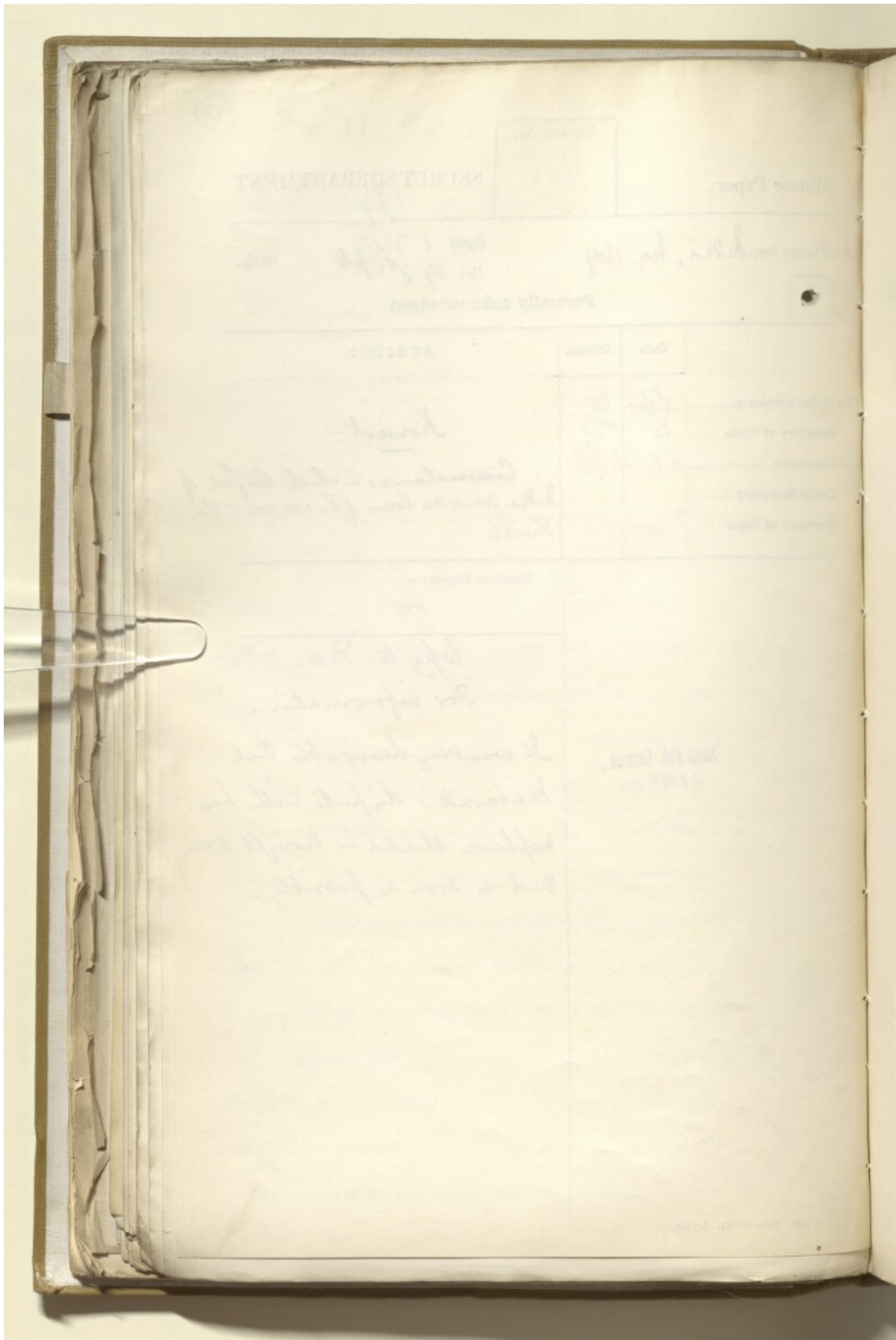
It was very desirable that
Mubarak's dispute with his
nephews should be brought to an
end as soon as possible.

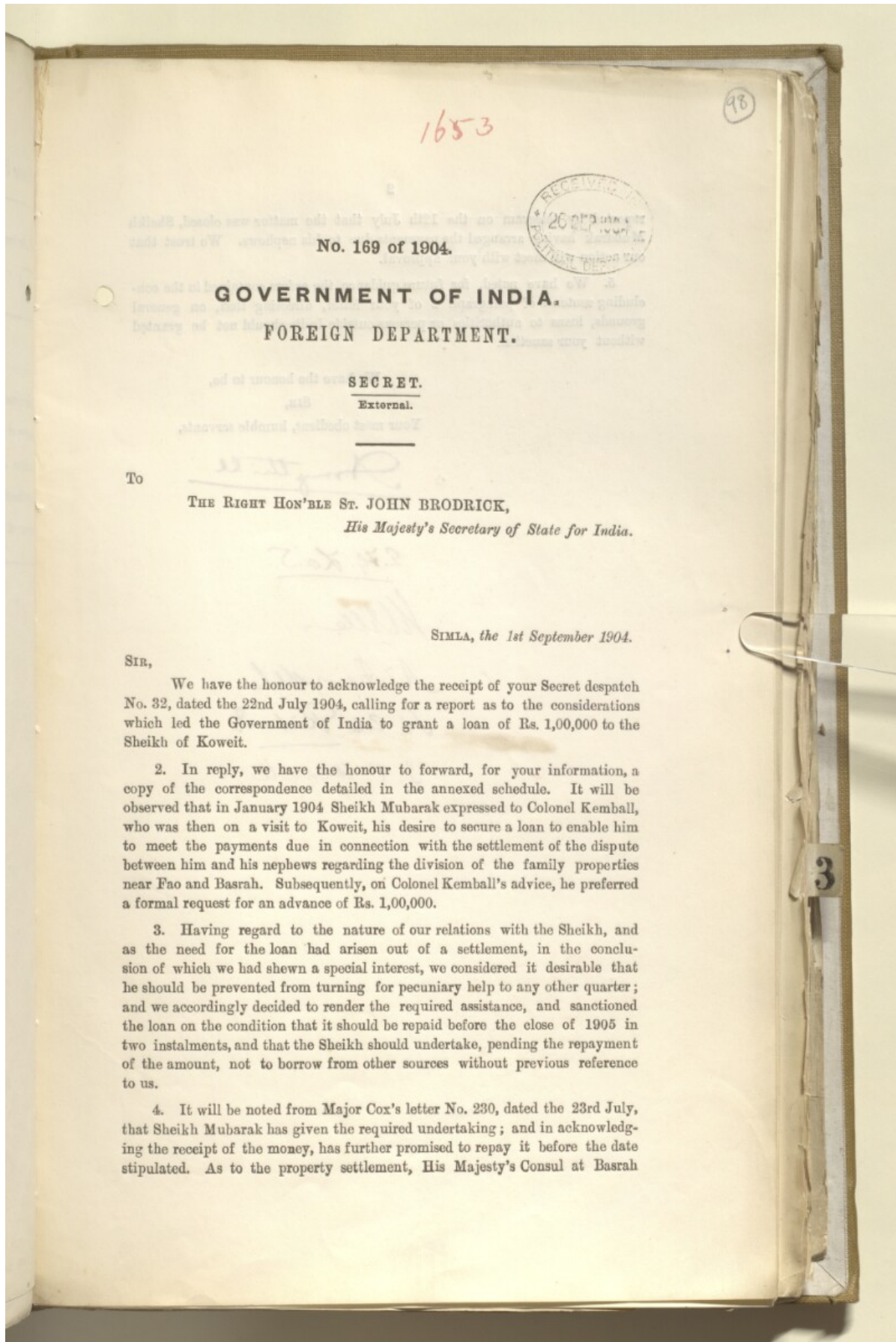
Seen Pol. Comtee.,
27 SEP. 1904

Y 9935. 2000—6/1904. I. 1195.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٩٧ظ] (٢٤٢/١٩٤)







reported by telegram on the 12th July that the matter was closed, Sheikh Mubarak having arranged the payments due to his nephews. We trust that our action will meet with your approval.

5. We have noted, for future guidance, the orders contained in the concluding sentence of paragraph 2 of your letter, directing that, on general grounds, loans to authorities or persons outside India should not be granted without your sanction.

We have the honour to be,

SIR,

Your most obedient, humble servants,

Ameythill

E. H. Law.

Wille

A. A. Hurdell

H. E. Richards

J. P. Hewett



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [٩٩و] (٢٤٢/١٩٧)

(99)

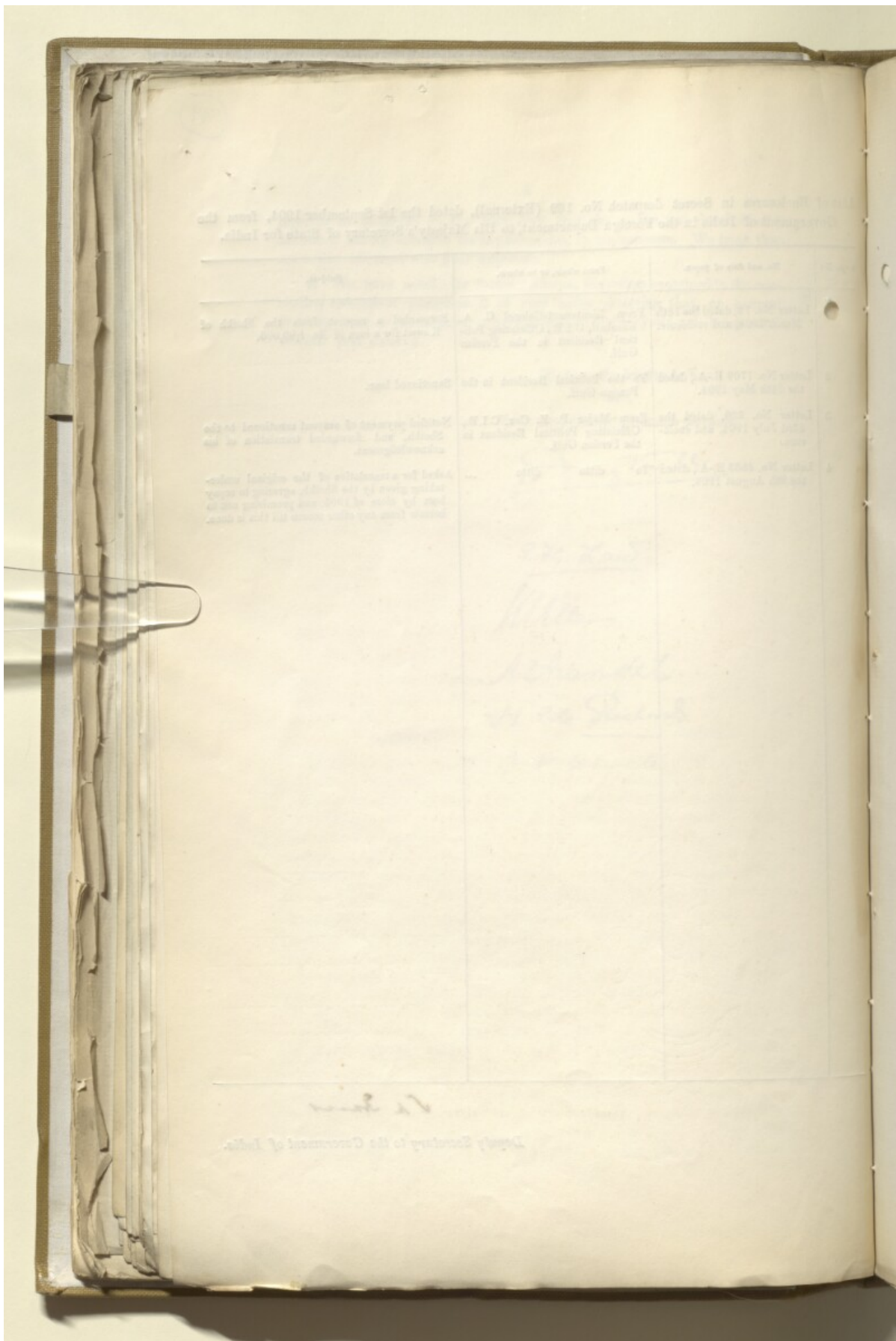
List of Enclosures in Secret despatch No. 169 (External), dated the 1st September 1904, from the Government of India in the Foreign Department, to His Majesty's Secretary of State for India.

Serial No.	No. and date of paper.	From whom, or to whom.	Subject.
	Letter No. 73, dated the 18th March 1904, and enclosure.	From Lieutenant-Colonel C. A. Kemball, C.I.E., Officiating Political Resident in the Persian Gulf.	Forwarded a request from the Sheikh of Koweit for a loan of Rs. 1,00,000.
2	Letter No. 1709 E.-A., dated the 24th May 1904.	To the Political Resident in the Persian Gulf.	Sanctioned loan.
3	Letter No. 230, dated the 23rd July 1904, and enclosure.	From Major P. Z. Cox, C.I.E., Officiating Political Resident in the Persian Gulf.	Notified payment of amount sanctioned to the Sheikh, and forwarded translation of his acknowledgment.
4	Letter No. 2533 E.-A., dated the 9th August 1904.	To ditto ditto ...	Asked for a translation of the original undertaking given by the Sheikh, agreeing to repay loan by close of 1905, and promising not to borrow from any other source till this is done.

S. H. S. S.

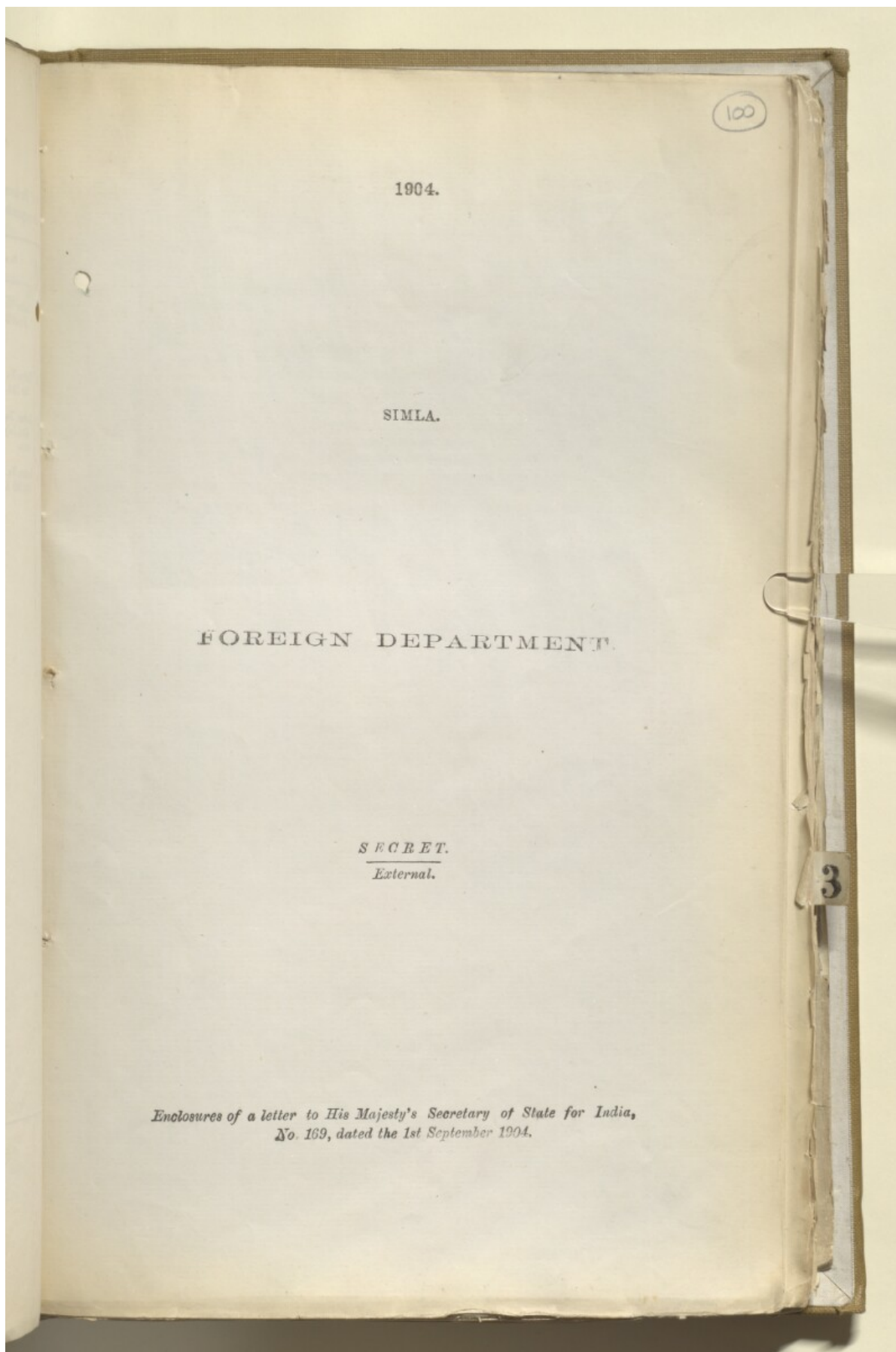
Deputy Secretary to the Government of India.

3



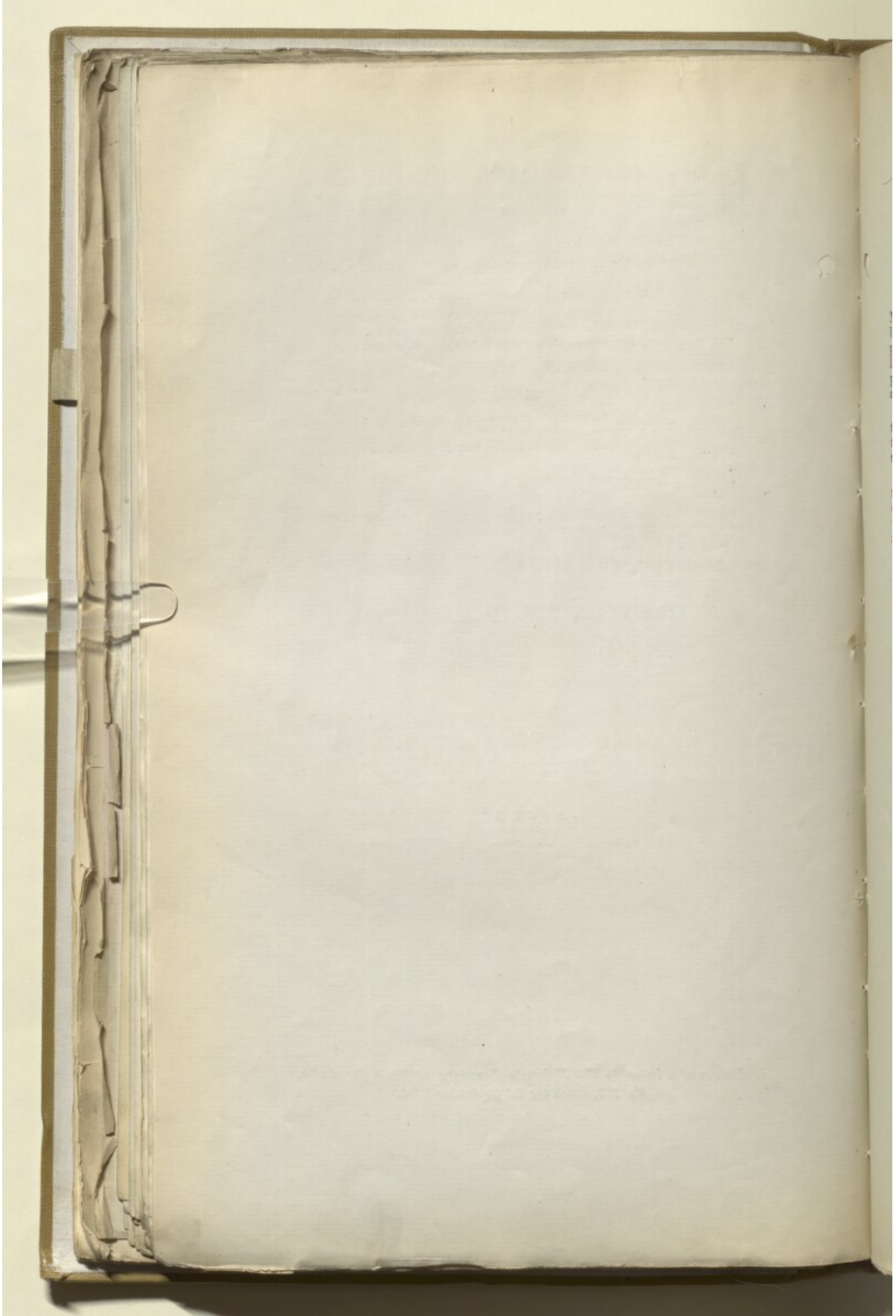


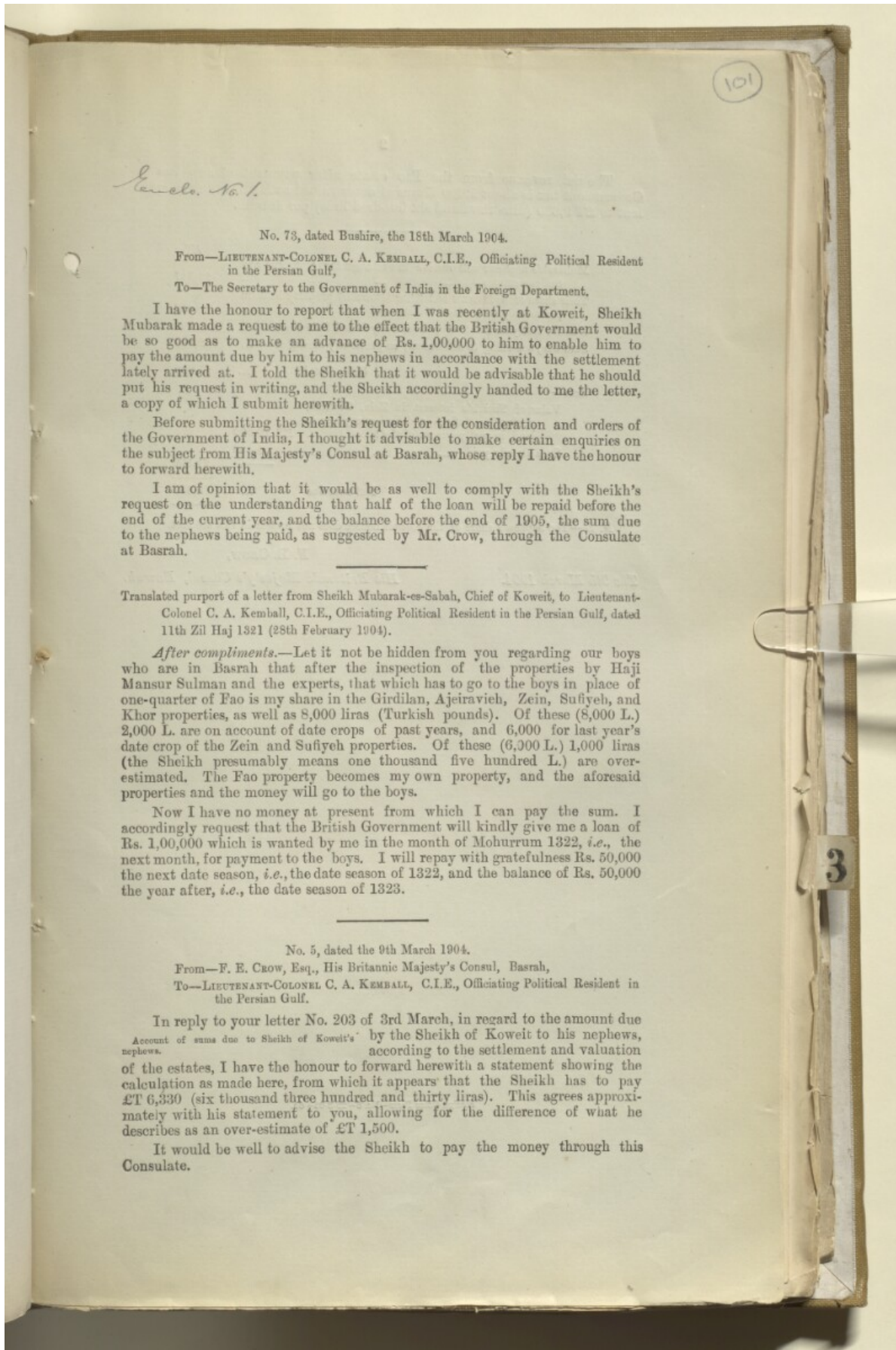
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [١٠٠ و] (٢٤٢/١٩٩)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [١٠٠ ظ] (٢٤٢/٢٠٠)





No. 73, dated Bushire, the 18th March 1904.

From—LIEUTENANT-COLONEL C. A. KEMBALL, C.I.E., Officiating Political Resident in the Persian Gulf,

To—The Secretary to the Government of India in the Foreign Department.

I have the honour to report that when I was recently at Koweit, Sheikh Mubarak made a request to me to the effect that the British Government would be so good as to make an advance of Rs. 1,00,000 to him to enable him to pay the amount due by him to his nephews in accordance with the settlement lately arrived at. I told the Sheikh that it would be advisable that he should put his request in writing, and the Sheikh accordingly handed to me the letter, a copy of which I submit herewith.

Before submitting the Sheikh's request for the consideration and orders of the Government of India, I thought it advisable to make certain enquiries on the subject from His Majesty's Consul at Basrah, whose reply I have the honour to forward herewith.

I am of opinion that it would be as well to comply with the Sheikh's request on the understanding that half of the loan will be repaid before the end of the current year, and the balance before the end of 1905, the sum due to the nephews being paid, as suggested by Mr. Crow, through the Consulate at Basrah.

Translated purport of a letter from Sheikh Mubarak-es-Sabah, Chief of Koweit, to Lieutenant-Colonel C. A. Kemball, C.I.E., Officiating Political Resident in the Persian Gulf, dated 11th Zil Haj 1321 (28th February 1904).

After compliments.—Let it not be hidden from you regarding our boys who are in Basrah that after the inspection of the properties by Haji Mansur Sulman and the experts, that which has to go to the boys in place of one-quarter of Fao is my share in the Girdilan, Ajeiravieh, Zein, Sufiyeh, and Khor properties, as well as 8,000 liras (Turkish pounds). Of these (8,000 L.) 2,000 L. are on account of date crops of past years, and 6,000 for last year's date crop of the Zein and Sufiyeh properties. Of these (6,000 L.) 1,000 liras (the Sheikh presumably means one thousand five hundred L.) are over-estimated. The Fao property becomes my own property, and the aforesaid properties and the money will go to the boys.

Now I have no money at present from which I can pay the sum. I accordingly request that the British Government will kindly give me a loan of Rs. 1,00,000 which is wanted by me in the month of Mohurum 1322, *i.e.*, the next month, for payment to the boys. I will repay with gratefulness Rs. 50,000 the next date season, *i.e.*, the date season of 1322, and the balance of Rs. 50,000 the year after, *i.e.*, the date season of 1323.

No. 5, dated the 9th March 1904.

From—F. E. Crow, Esq., His Britannic Majesty's Consul, Basrah,

To—LIEUTENANT-COLONEL C. A. KEMBALL, C.I.E., Officiating Political Resident in the Persian Gulf.

In reply to your letter No. 203 of 3rd March, in regard to the amount due by the Sheikh of Koweit to his nephews, according to the settlement and valuation of the estates, I have the honour to forward herewith a statement showing the calculation as made here, from which it appears that the Sheikh has to pay £T 6,330 (six thousand three hundred and thirty liras). This agrees approximately with his statement to you, allowing for the difference of what he describes as an over-estimate of £T 1,500.

It would be well to advise the Sheikh to pay the money through this Consulate.



The net revenue from the Fao estate after payment of expenses and Government tax is about 1,600 Karas of dates valued at £T 6, which is equivalent to £T 9,600 (nine thousand six hundred liras) per annum.

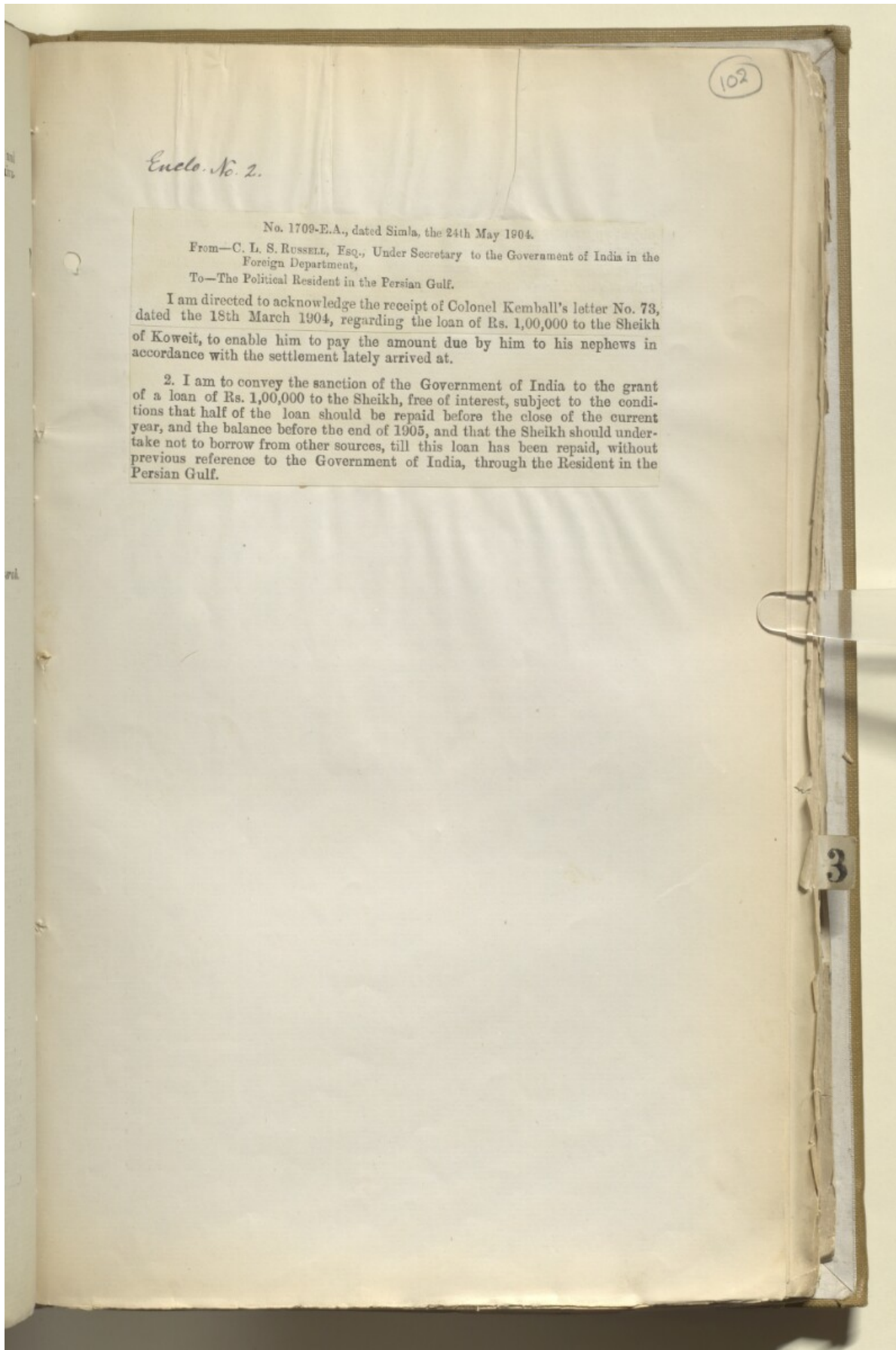
	£T.
Mubarak's nephews will receive in exchange for $\frac{1}{4}$ of Fao and Sufiyeh estates ...	24,547
Their share of 3 Howzes and Khor (Dowasir) property held in partnership with Ali-el-Muhammad ...	482
Due for last year's date crop from Sufiyeh and Zein about ...	900
Sum due, according to settlement, as previously arranged ...	2,000
Gross Total ...	27,929
Less—	
Value of Sheikh's interest in Zein, Girdilan, Ajciravieh, Sufiyeh, and Ferhanic given in land, in part payment of the above ...	£T 20,599
Sum already paid ...	1,000
	21,599
Net sum due ...	6,330

N. B.—The nephew's share of the Koweit houses does not appear in this account.

F. E. CROW,

The 9th March 1904.

His Britannic Majesty's Consul, Basrah.



Encls. No. 2.

No. 1709-E.A., dated Simla, the 24th May 1904.

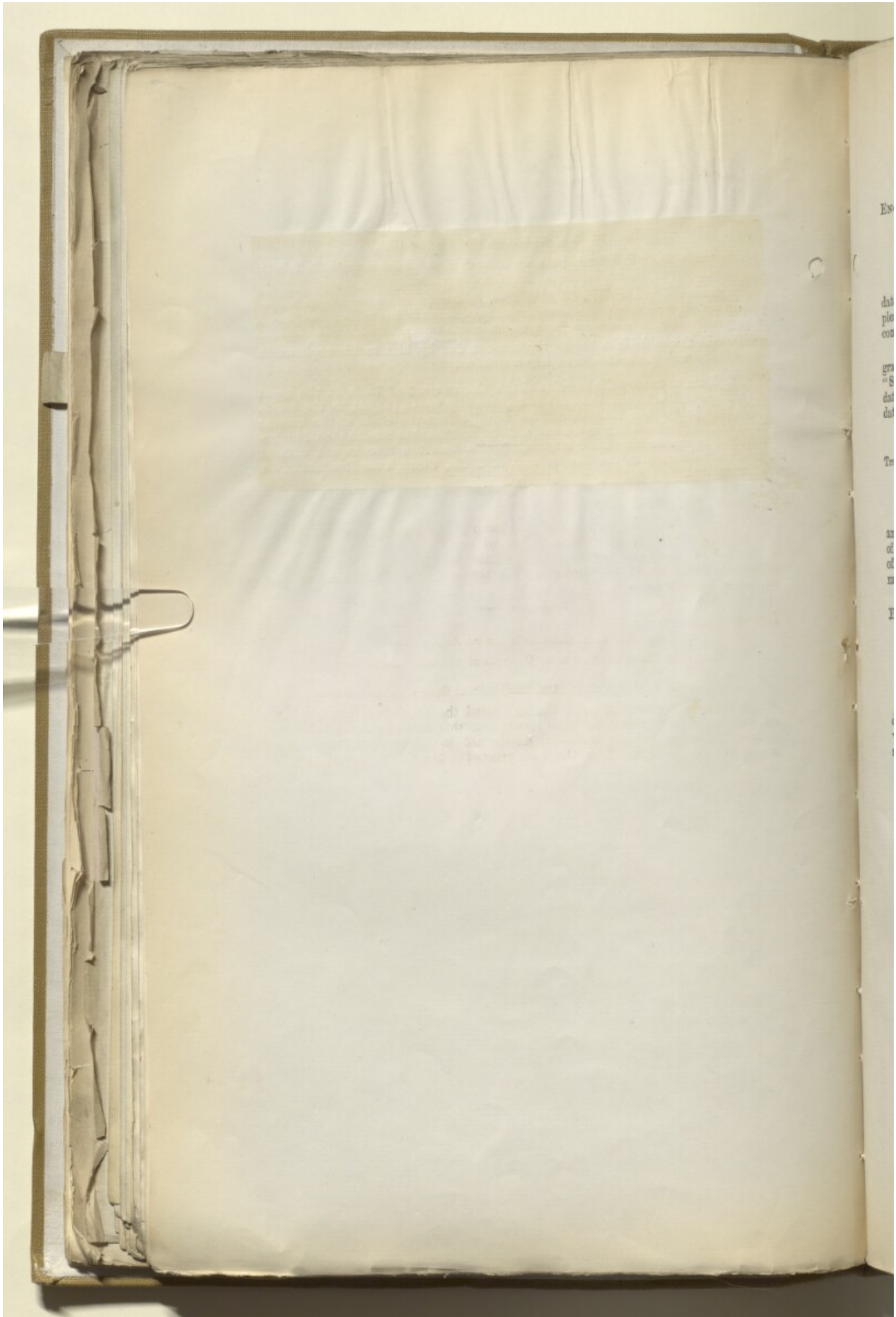
From—C. L. S. RUSSELL, Esq., Under Secretary to the Government of India in the Foreign Department,
To—The Political Resident in the Persian Gulf.

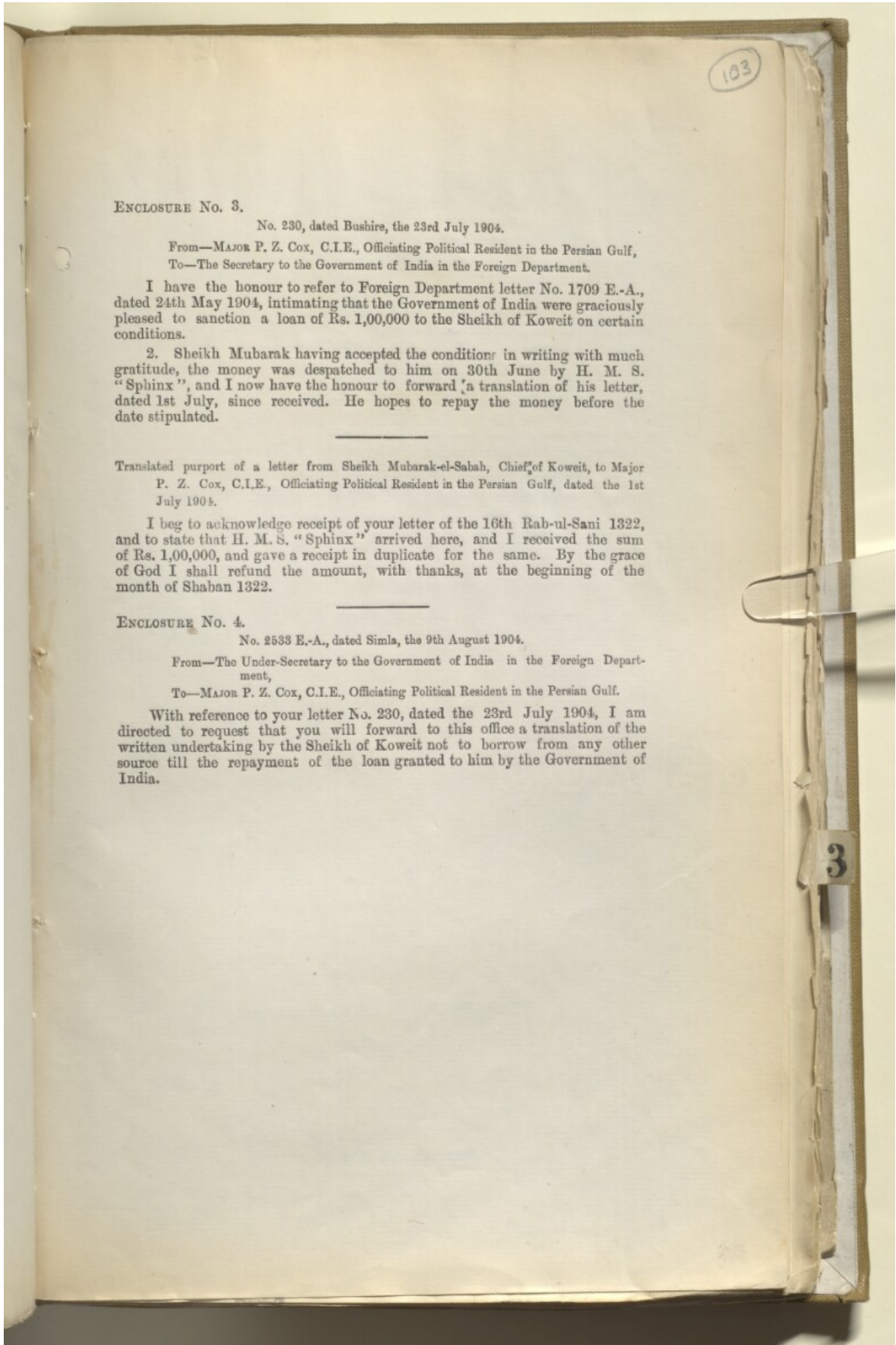
I am directed to acknowledge the receipt of Colonel Kemball's letter No. 73, dated the 18th March 1904, regarding the loan of Rs. 1,00,000 to the Sheikh of Koweit, to enable him to pay the amount due by him to his nephews in accordance with the settlement lately arrived at.

2. I am to convey the sanction of the Government of India to the grant of a loan of Rs. 1,00,000 to the Sheikh, free of interest, subject to the conditions that half of the loan should be repaid before the close of the current year, and the balance before the end of 1905, and that the Sheikh should undertake not to borrow from other sources, till this loan has been repaid, without previous reference to the Government of India, through the Resident in the Persian Gulf.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [١٠٢ ظ] (٢٤٢/٢٠٤)





ENCLOSURE No. 3.

No. 230, dated Beshire, the 23rd July 1904.

From—MAJOR P. Z. COX, C.I.E., Officiating Political Resident in the Persian Gulf,
To—The Secretary to the Government of India in the Foreign Department.

I have the honour to refer to Foreign Department letter No. 1709 E.-A., dated 24th May 1904, intimating that the Government of India were graciously pleased to sanction a loan of Rs. 1,00,000 to the Sheikh of Koweit on certain conditions.

2. Sheikh Mubarak having accepted the conditions in writing with much gratitude, the money was despatched to him on 30th June by H. M. S. "Sphinx", and I now have the honour to forward a translation of his letter, dated 1st July, since received. He hopes to repay the money before the date stipulated.

Translated purport of a letter from Sheikh Mubarak-el-Sabah, Chief of Koweit, to Major P. Z. Cox, C.I.E., Officiating Political Resident in the Persian Gulf, dated the 1st July 1904.

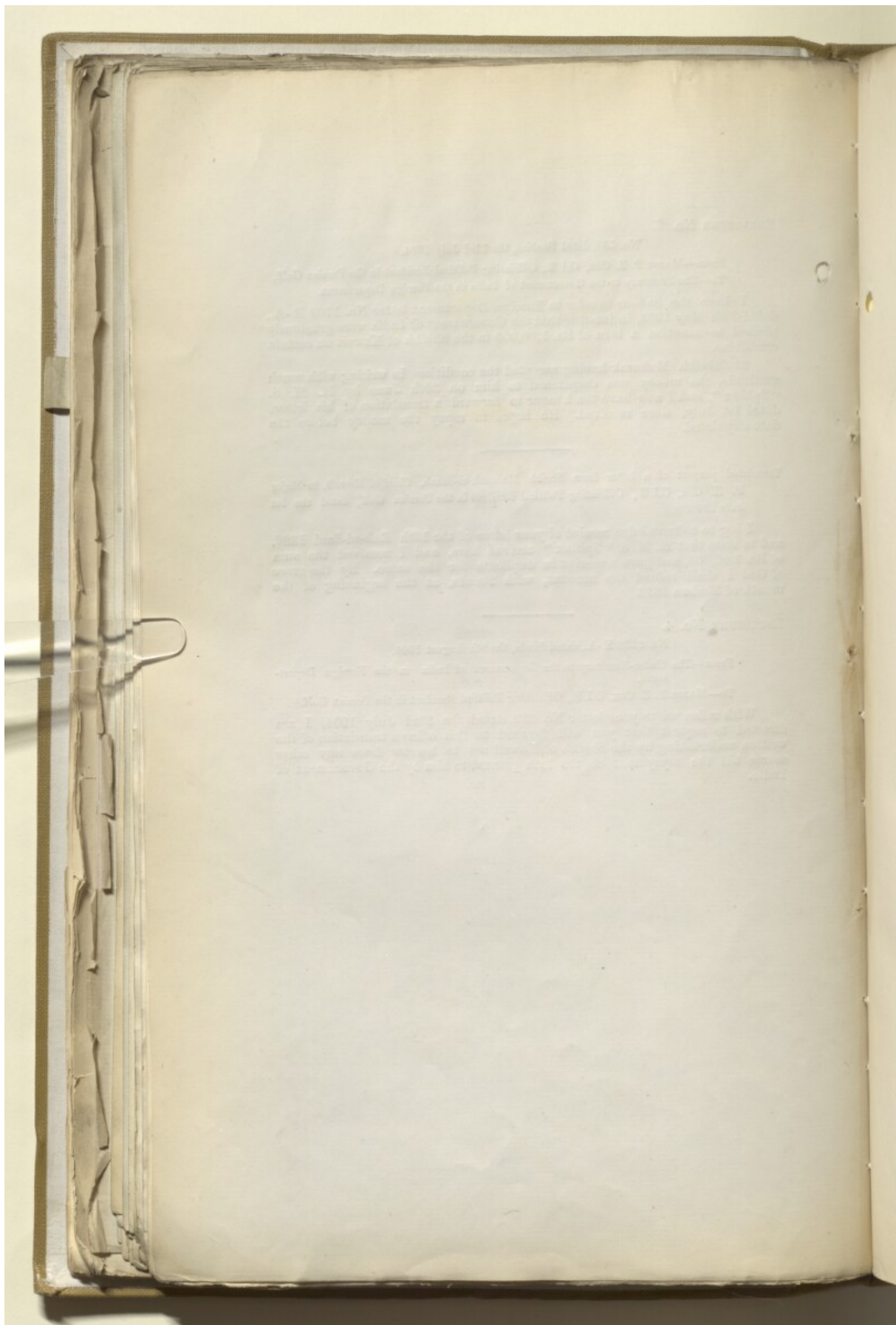
I beg to acknowledge receipt of your letter of the 16th Rab-ul-Sani 1322, and to state that H. M. S. "Sphinx" arrived here, and I received the sum of Rs. 1,00,000, and gave a receipt in duplicate for the same. By the grace of God I shall refund the amount, with thanks, at the beginning of the month of Shaban 1322.

ENCLOSURE No. 4.

No. 2533 E.-A., dated Simla, the 9th August 1904.

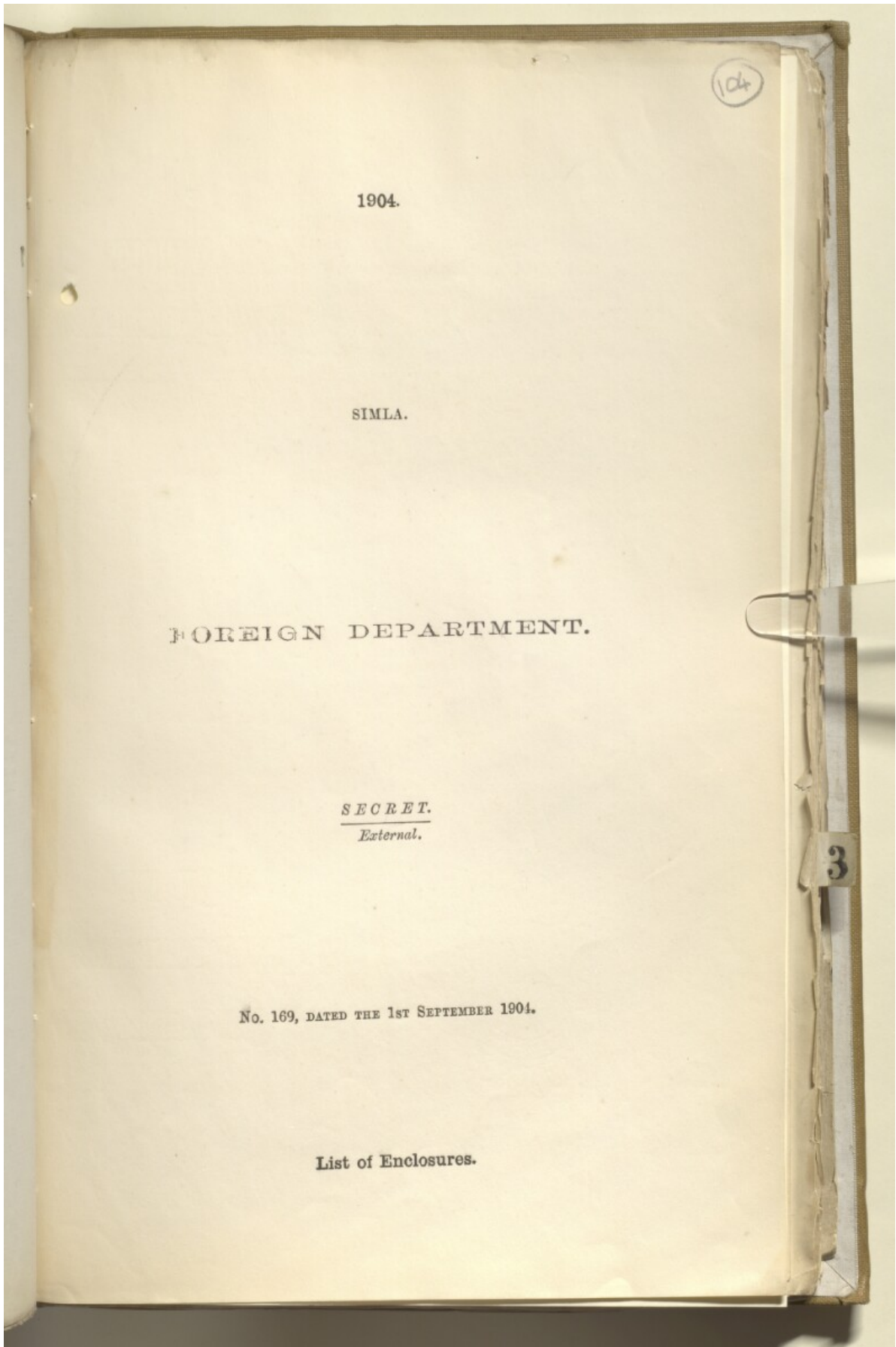
From—The Under-Secretary to the Government of India in the Foreign Department,
To—MAJOR P. Z. COX, C.I.E., Officiating Political Resident in the Persian Gulf.

With reference to your letter No. 230, dated the 23rd July 1904, I am directed to request that you will forward to this office a translation of the written undertaking by the Sheikh of Koweit not to borrow from any other source till the repayment of the loan granted to him by the Government of India.



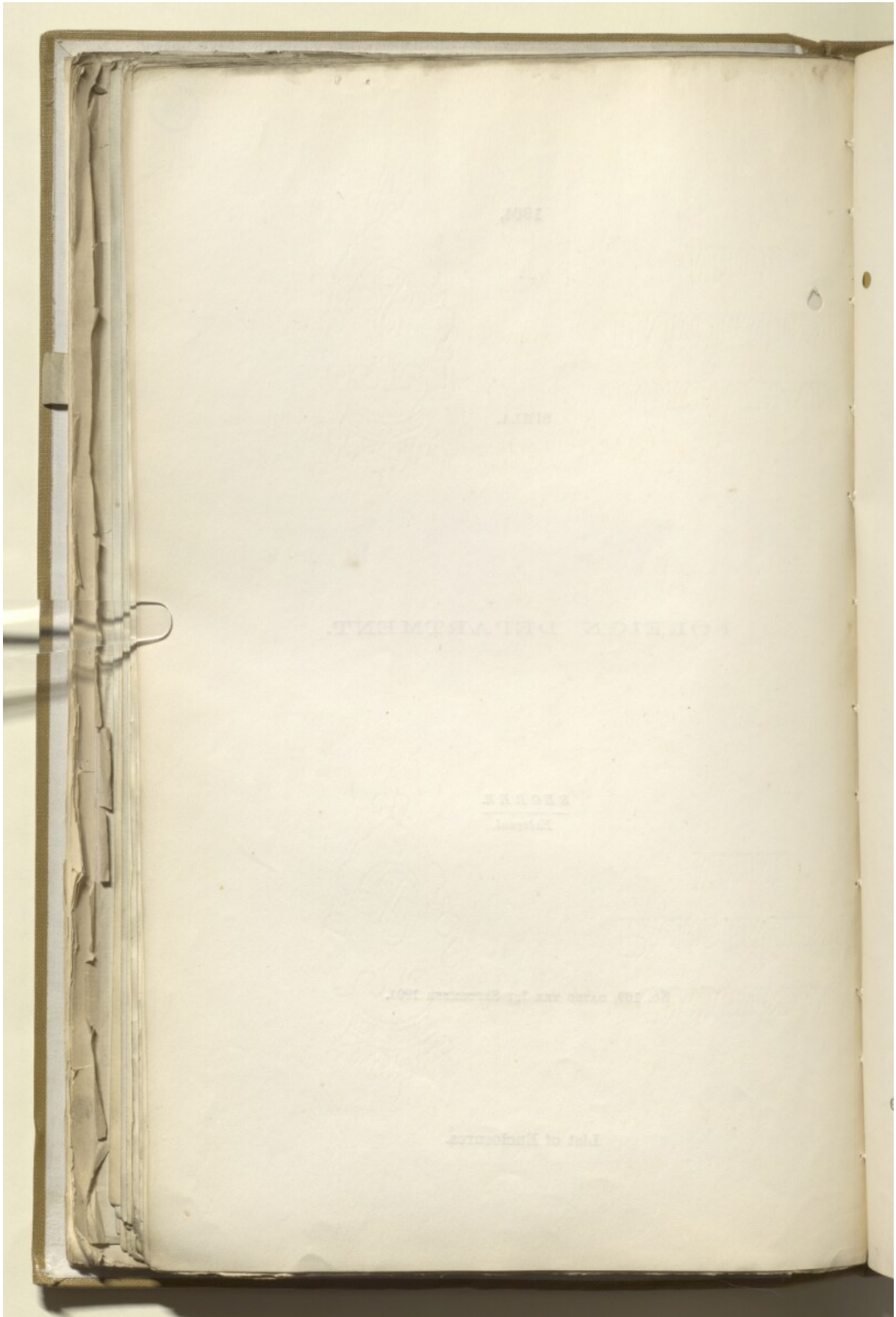


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [١٠٤ و] (٢٤٢/٢٠٧)



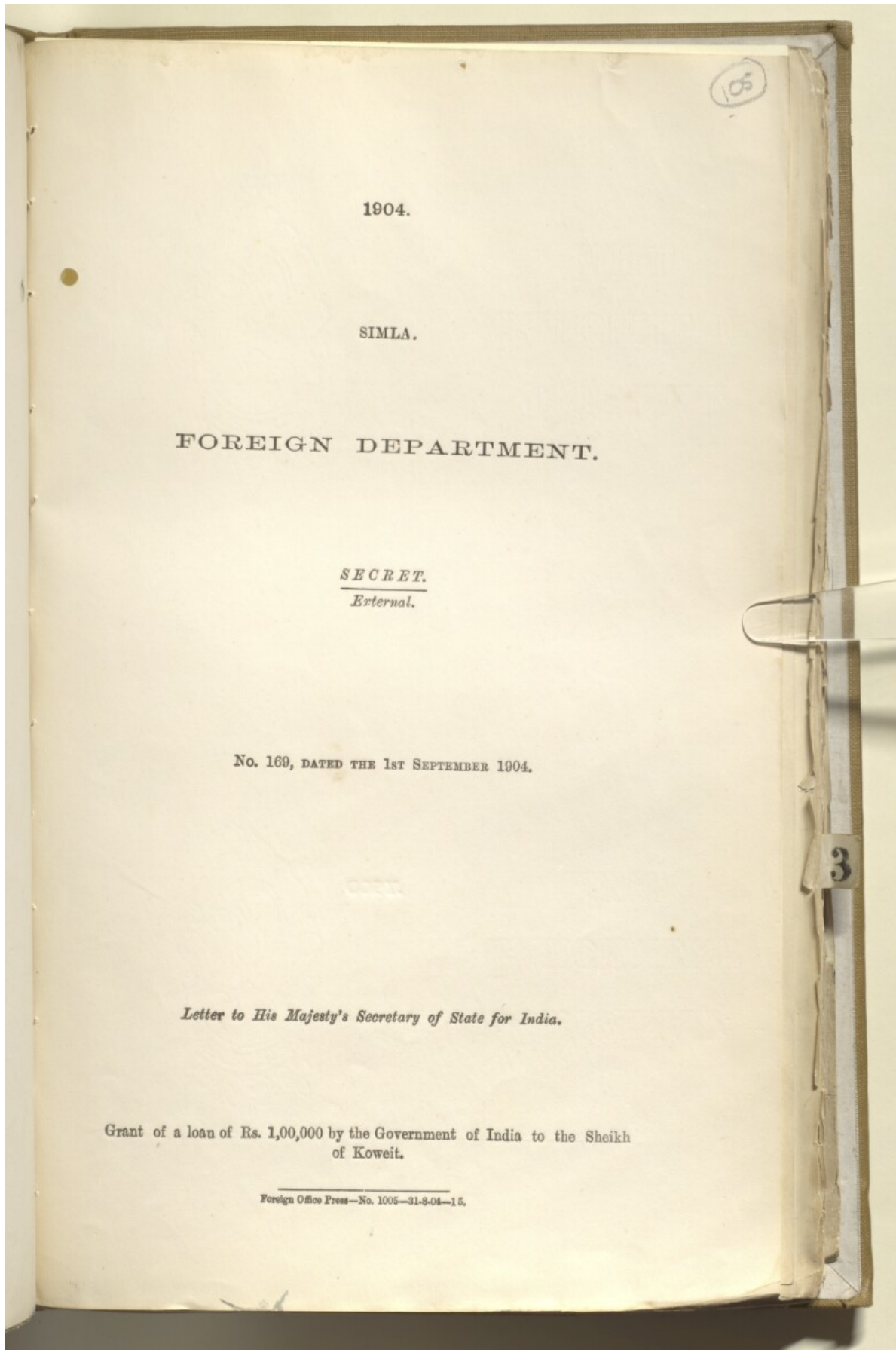


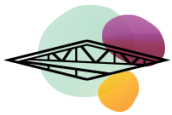
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [١٠٤ ظ] (٢٤٢/٢٠٨)



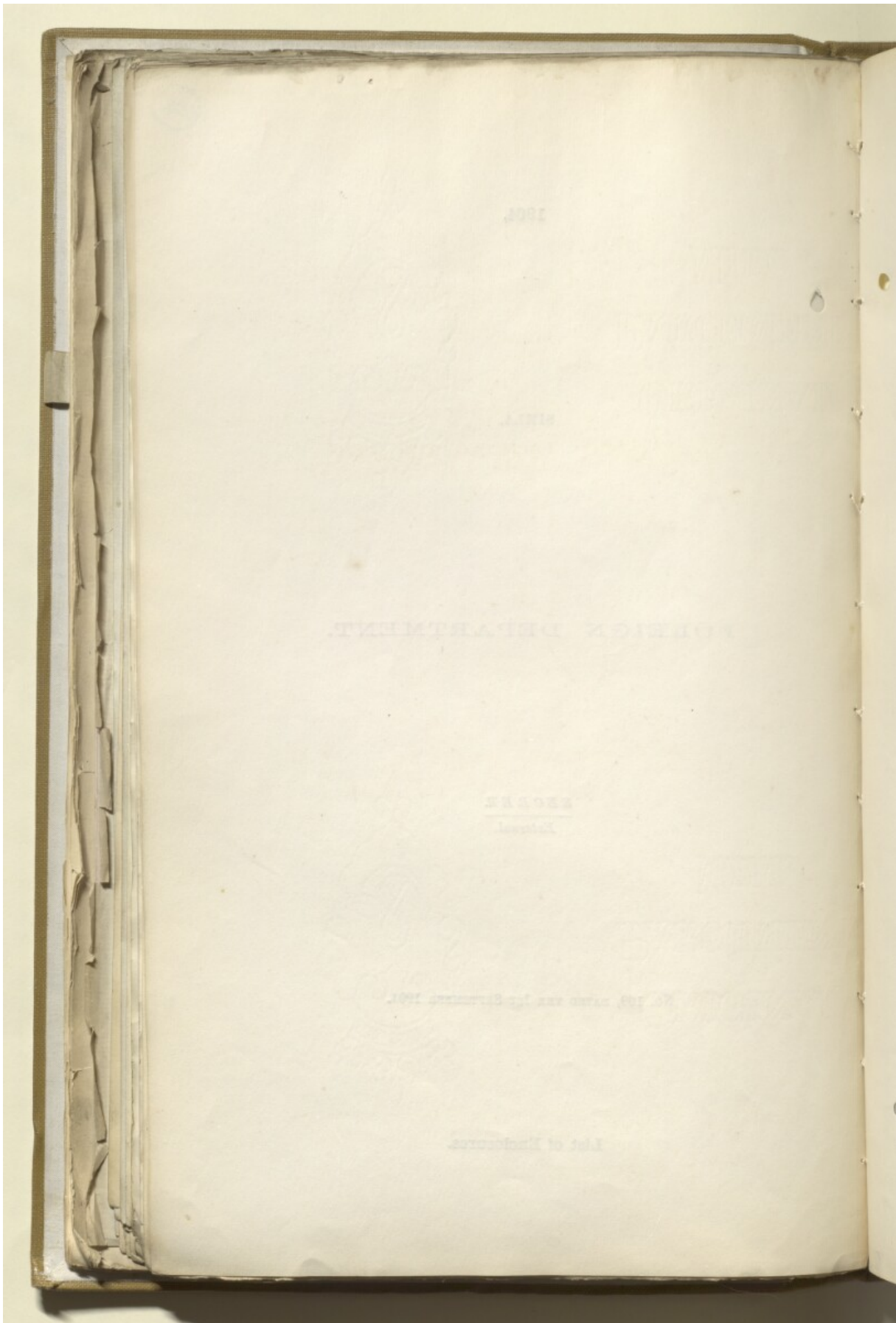


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [١٠٥ و] (٢٤٢/٢٠٩)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [١٠٥ ظ] (٢٤٢/٢١٠)





(100)

Register No. **1158**

Minute Paper. **SECRET DEPARTMENT.**

Least Letter from India, No. 105. Dated 9 June 1904.
Rec. 27

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	28 June	KK	Memorandum of External Information, May 1904.
Secretary of State.....	29	AG	
Committee.....	4 July	SB	
Under Secretary.....	19	KK	
Secretary of State.....	19	SB	

Previous Papers:—

Copy to F.O. (if India letter only)
Lmo. 28 June 1904
For information,

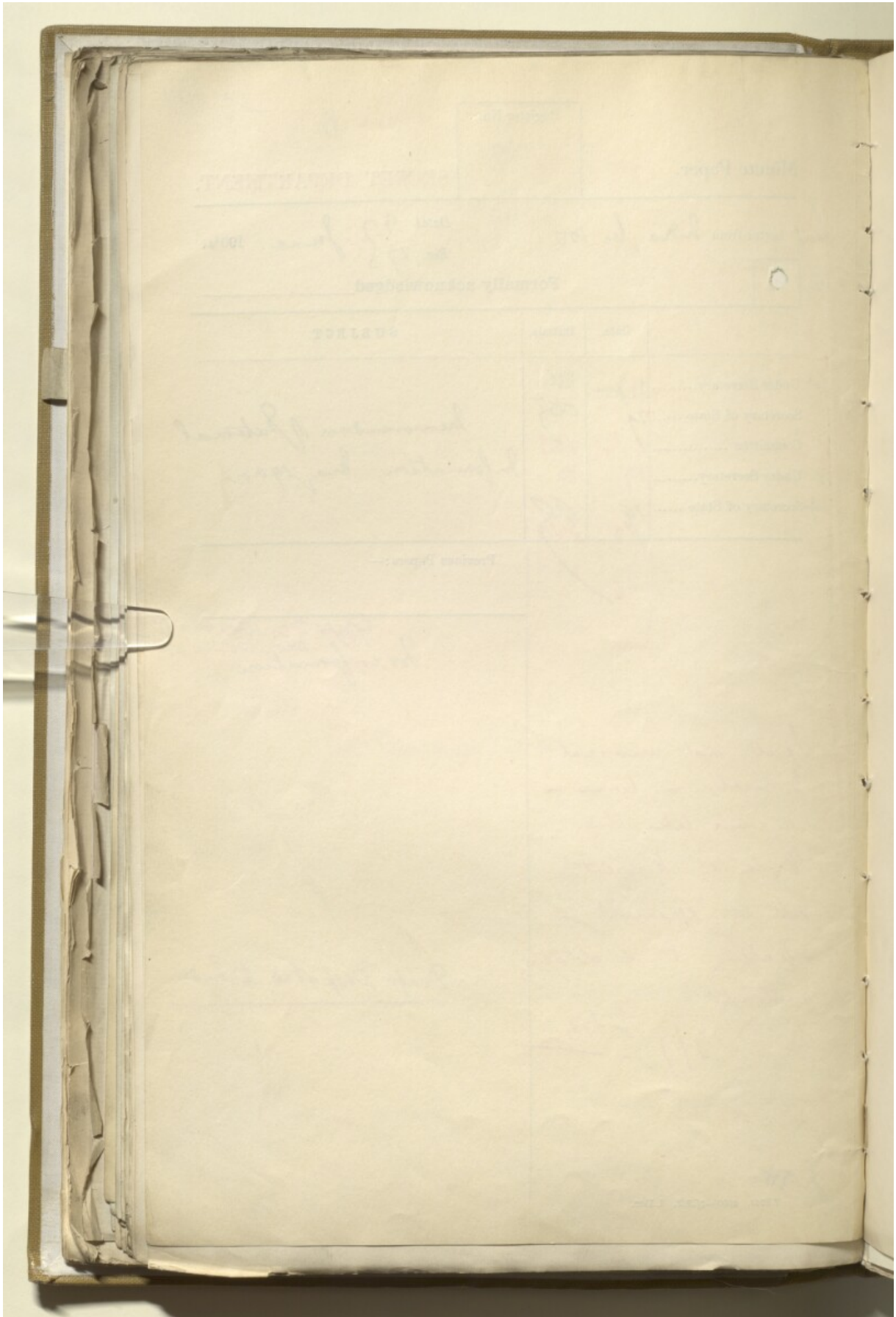
It is not unusual to make a loan in a case like the Sherks of Kuwait without specially replying to or obtaining authority 2
9/7 SB.

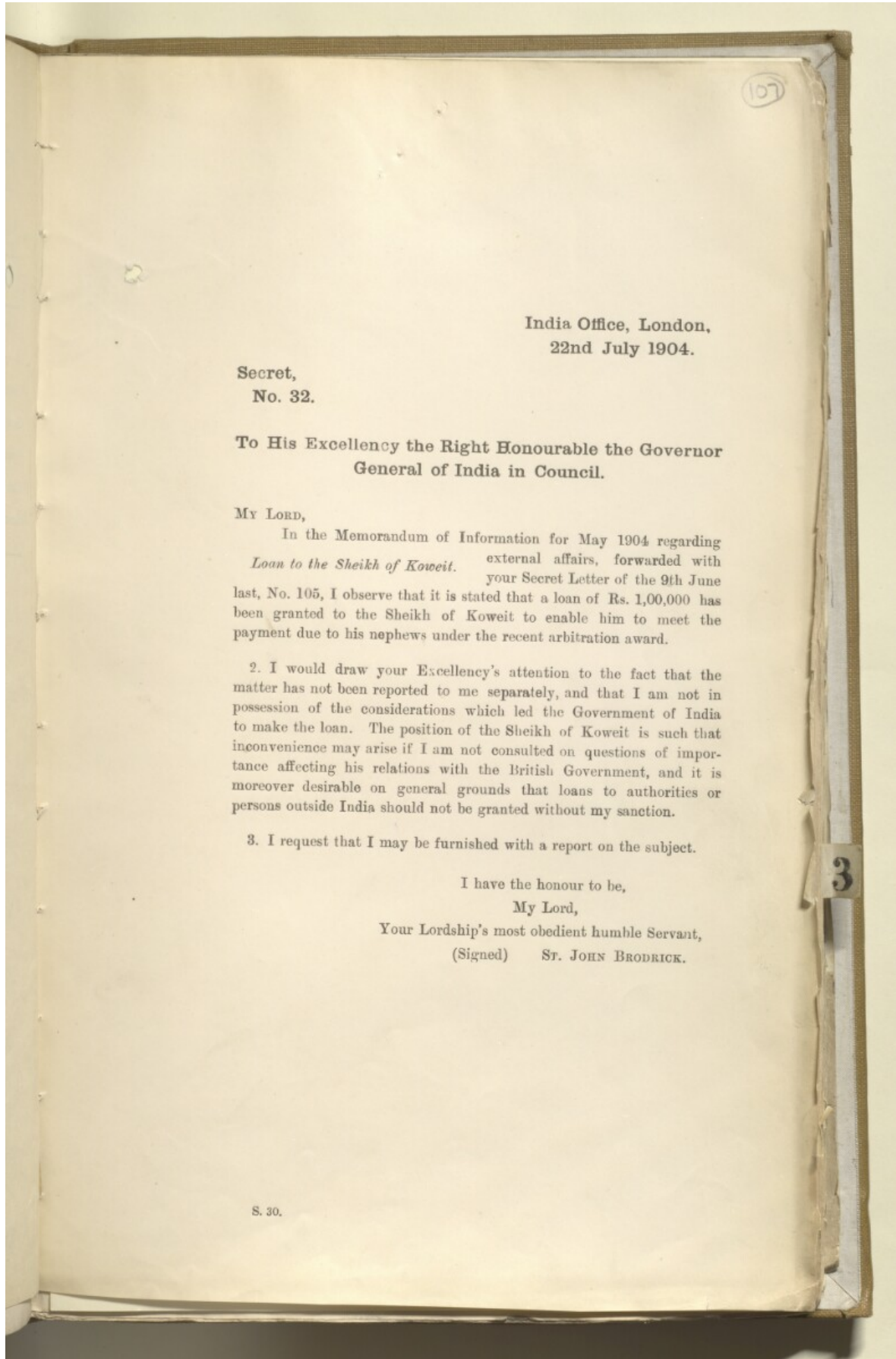
Draft Dispatch to India

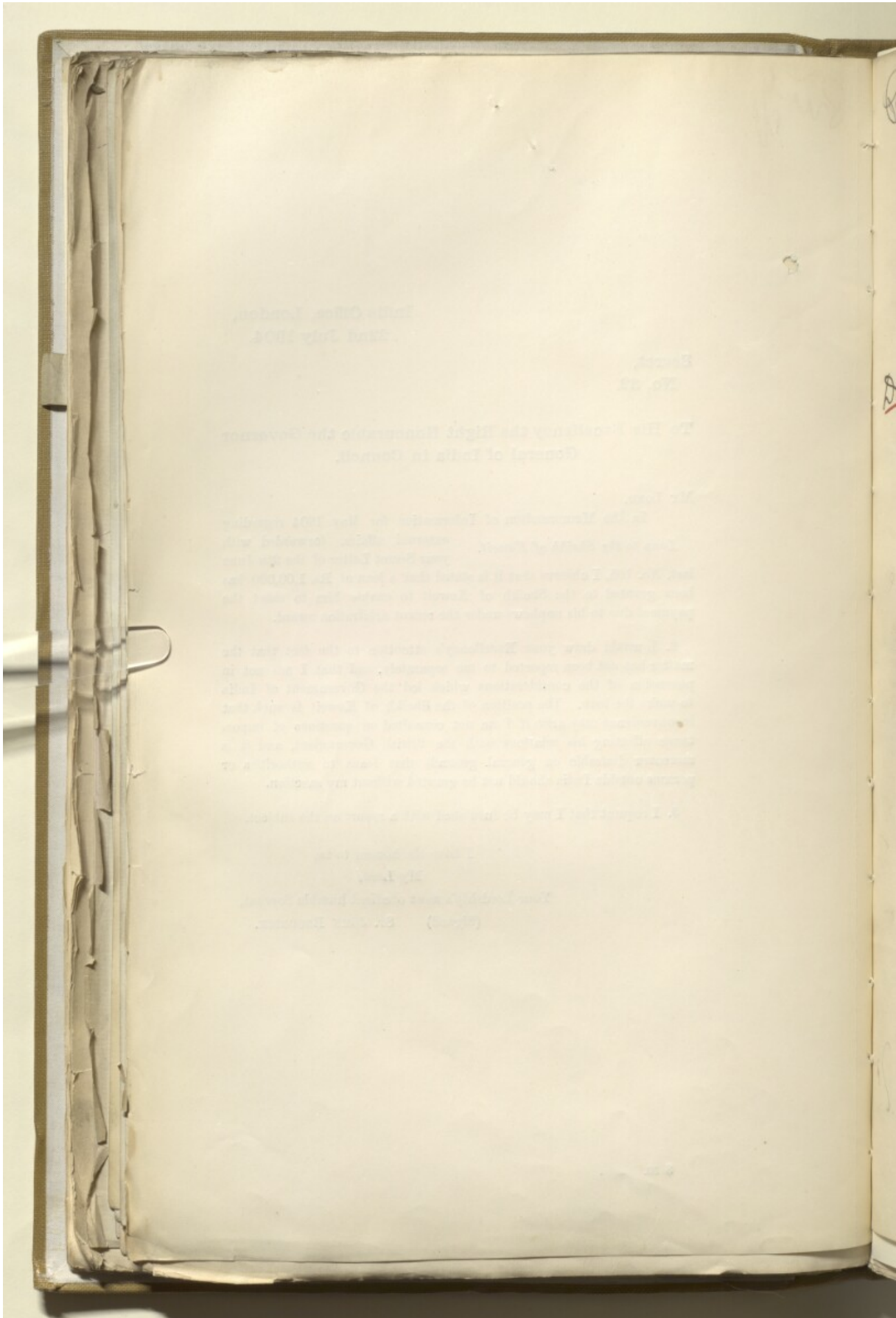
Y 8964. 2900.—7/1903. I. 1509.

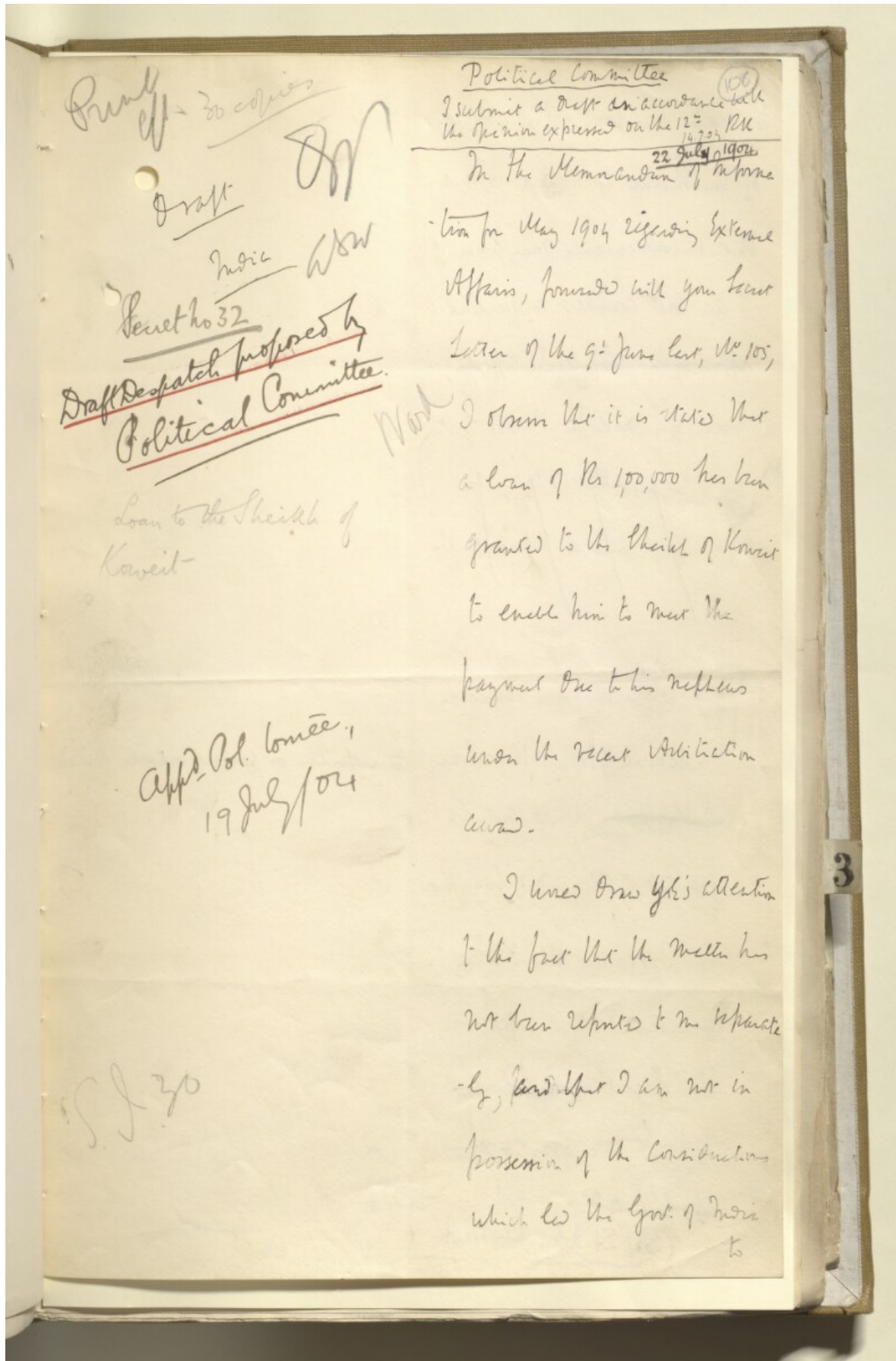


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [١٠٦ ظ] (٢٤٢/٢١٢)











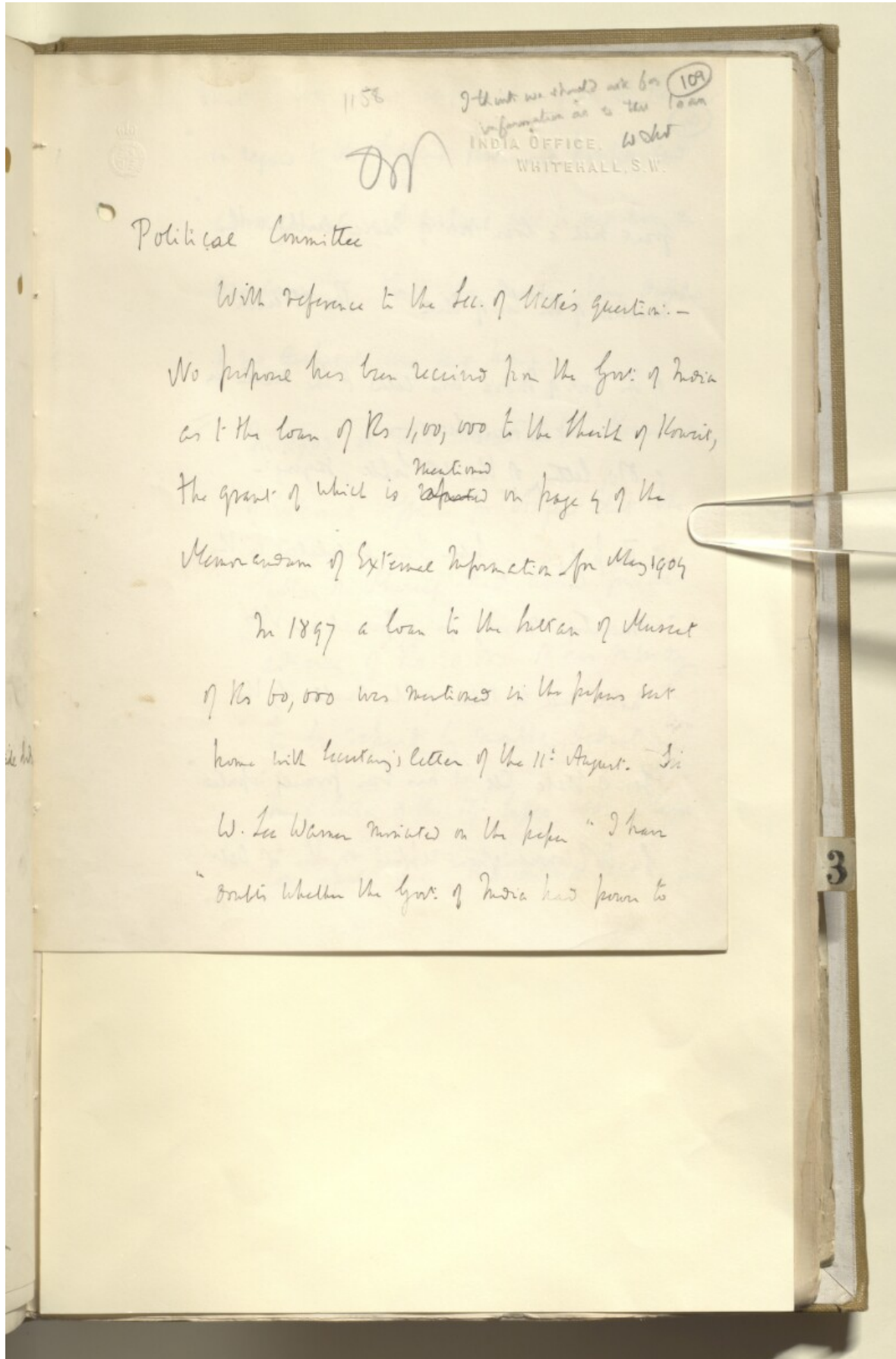
to make the loan. The position
of the Khalid of Kuwait is such
that inconvenience may arise if
I am not consulted on questions of
importance affecting his
relations with the British Govt.

I request that I may be
furnished with a report on the
subject.

and it is moreover desirable
on general grounds that loans to authorities or persons outside India
(~~of the kind~~) should not be
granted without my sanction

I request that I may be
furnished with a report on
the subject of the loan
of Rs 100000 granted by
the Govt of India to
(So) St John Brodrick

W. A. B.
W. A. B.

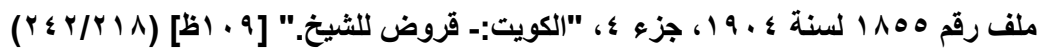


Political Committee

With reference to the Sec. of State's question:-

No proposal has been received from the Govt. of India
as to the loan of Rs 1,00,000 to the Govt. of Kuwait,
the grant of which is ^{mentioned} requested on page 4 of the
Memorandum of Extremal Information for May 1904

In 1897 a loan to the Govt. of Muscat
of Rs 60,000 was mentioned in the papers sent
home with Secretary's letter of the 11th August. Sir
W. Lee Warner initiated on the paper "I have
asked whether the Govt. of India had power to

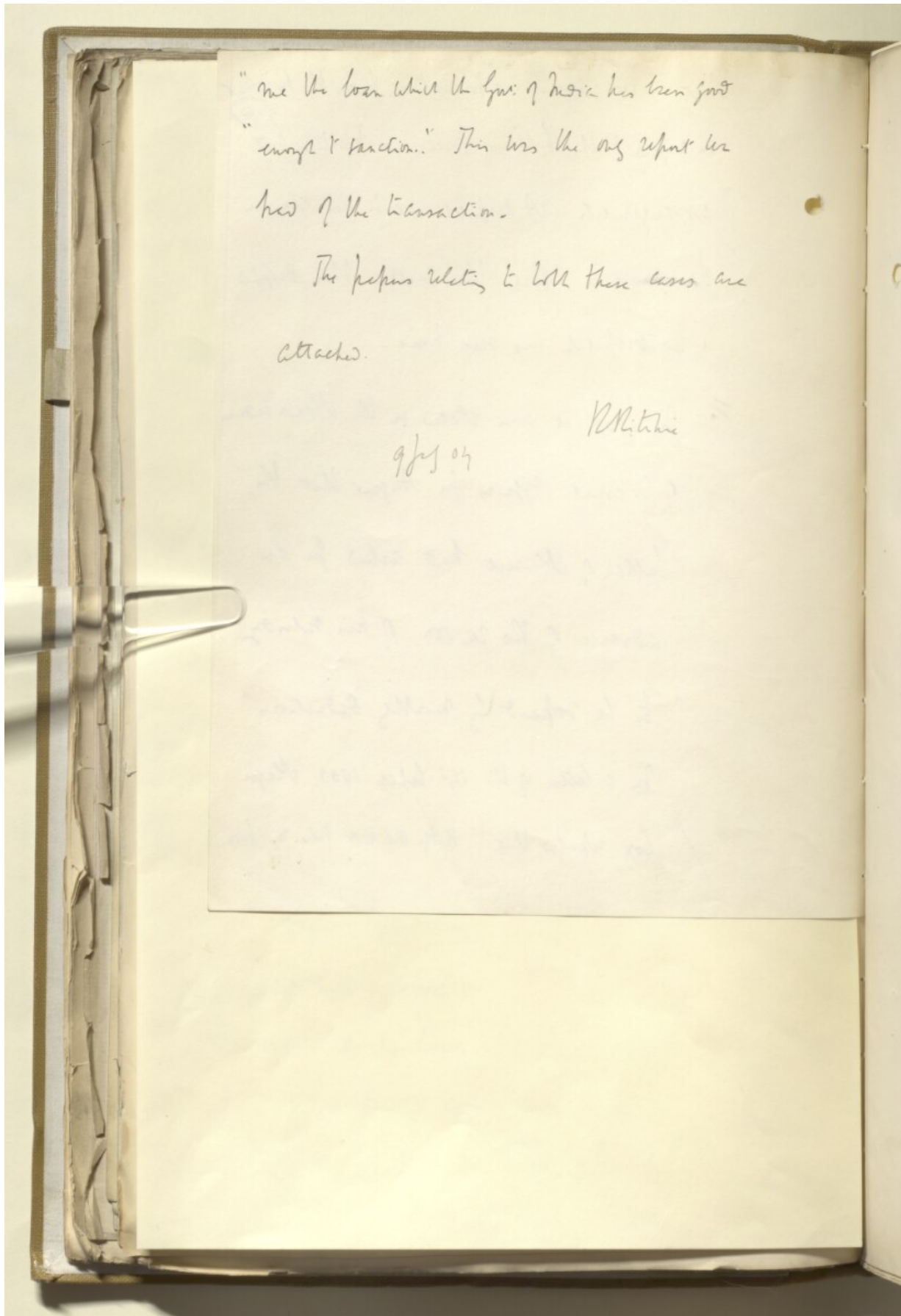


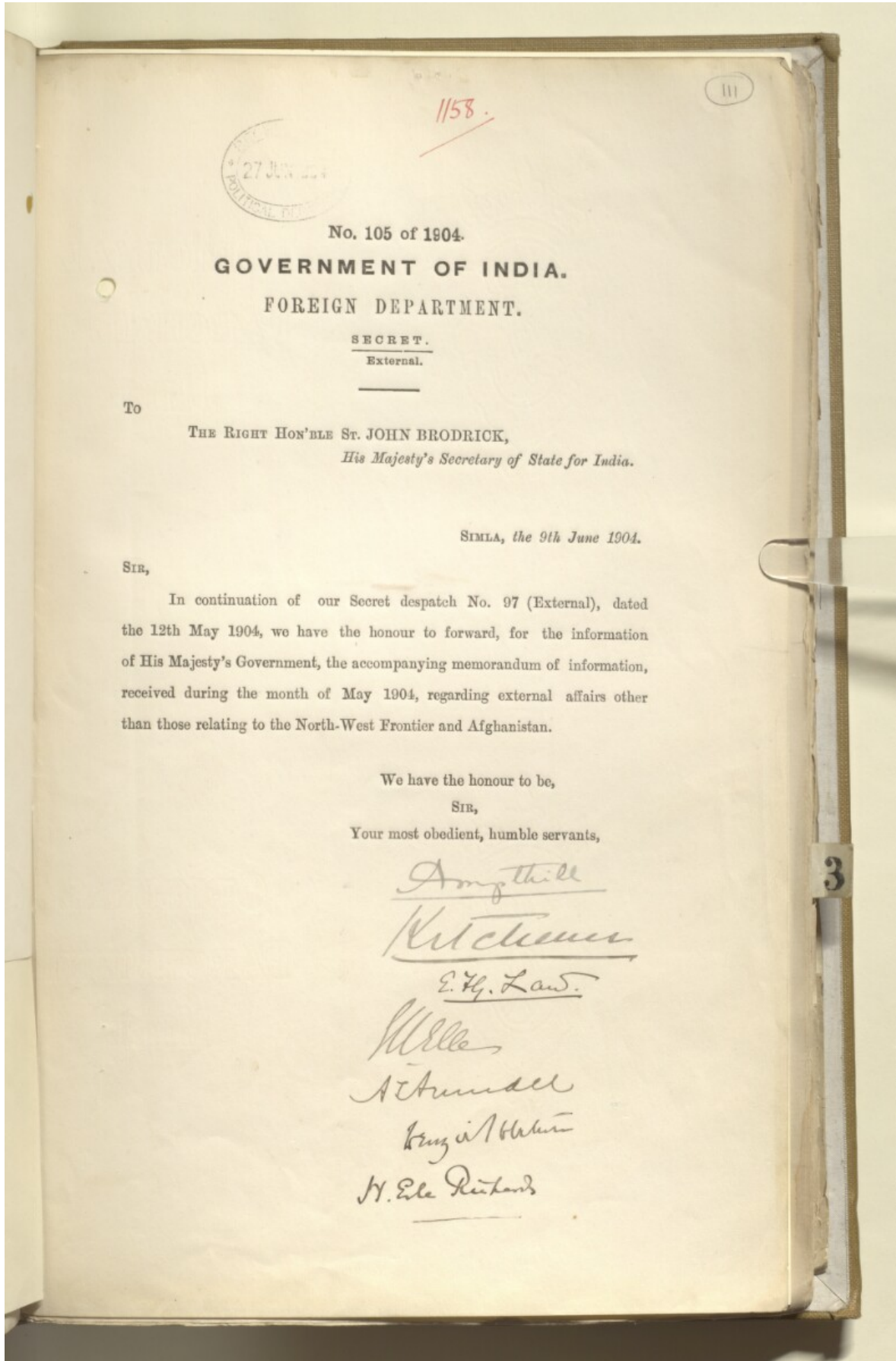
اعرض على مكتبة قطر الرقمية: http://www.qdl.qa/العربية/archive/81055/vdc_100026127009.0x00001c

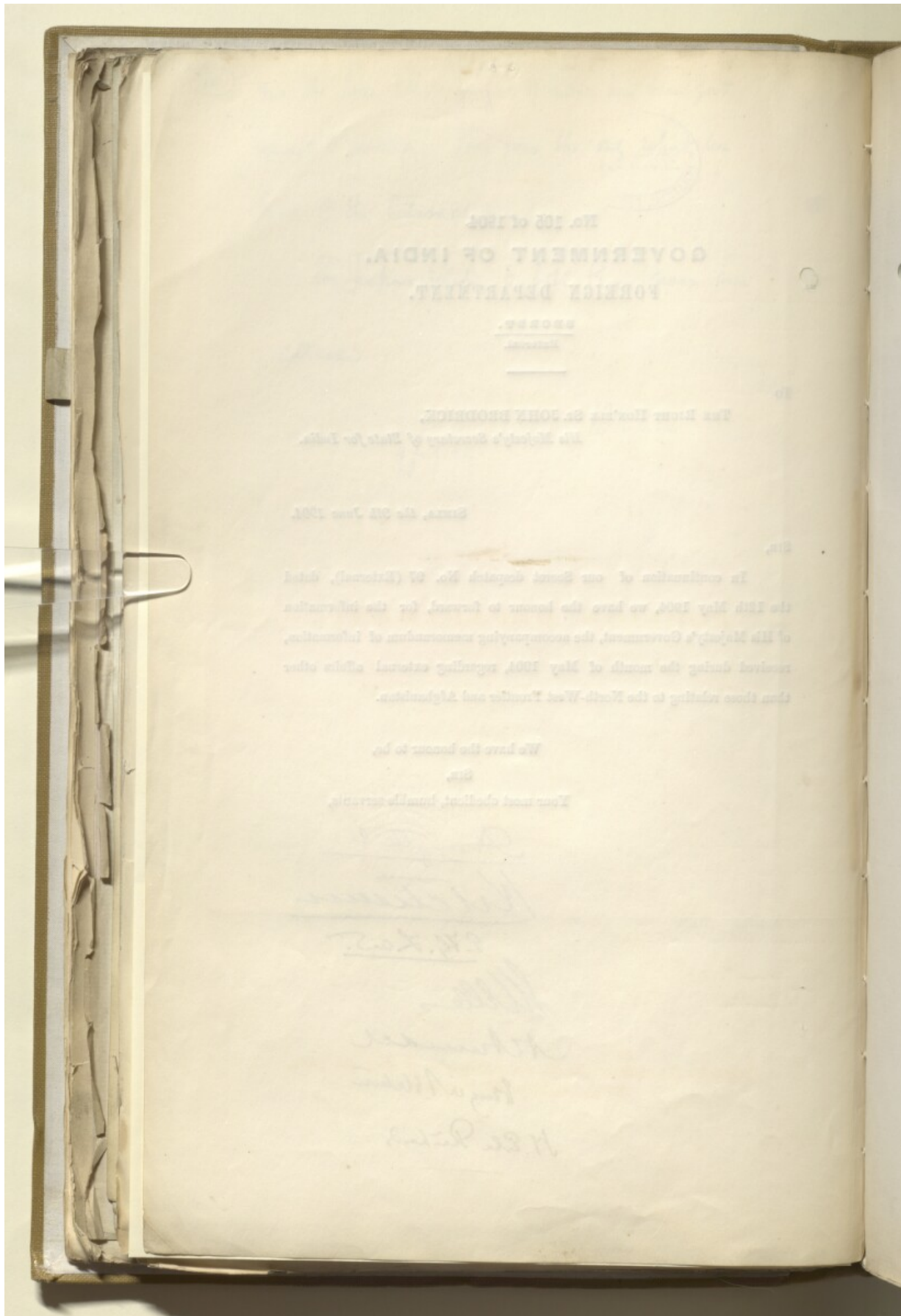


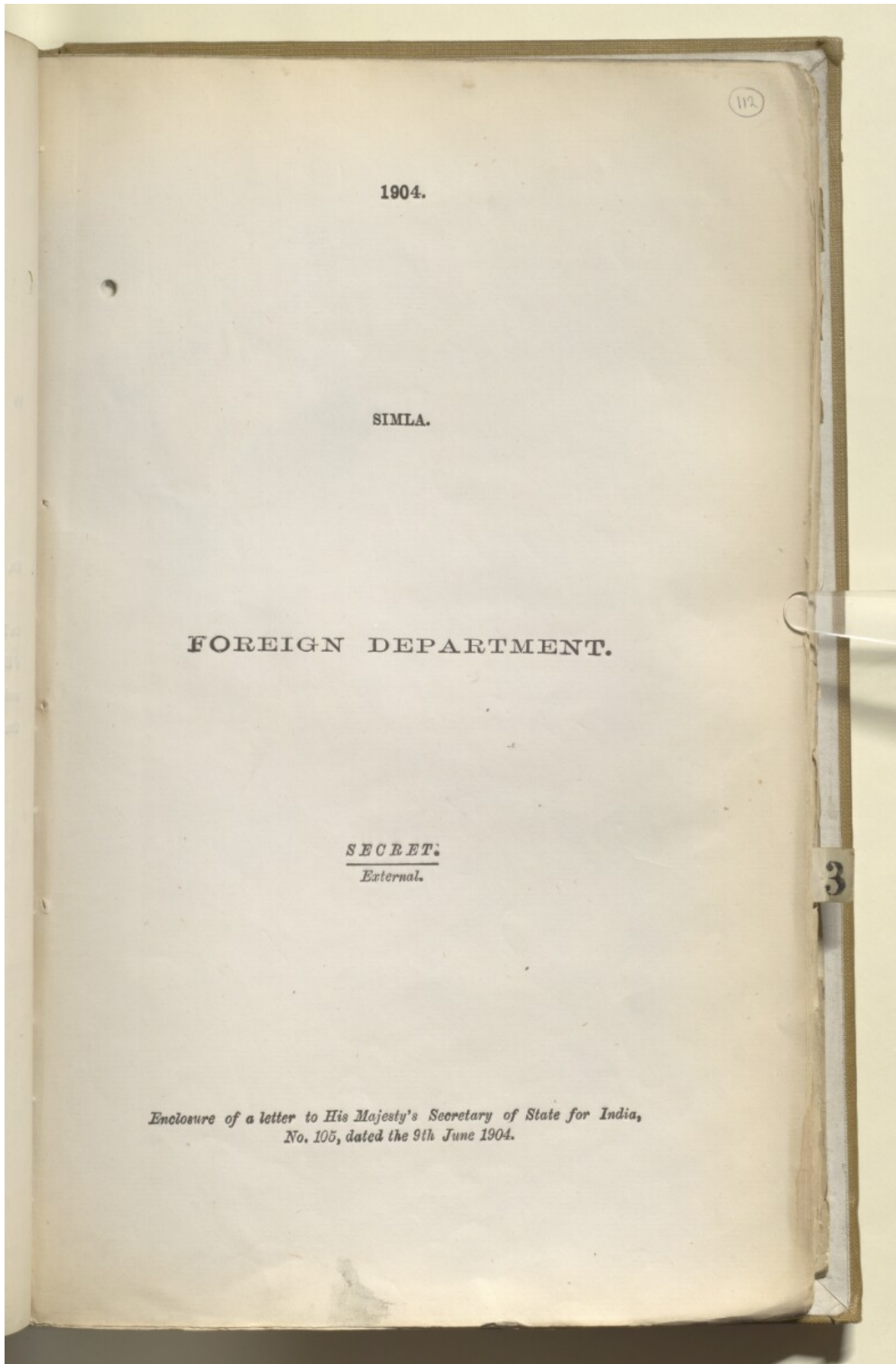
That "we desire information from the Resident
" in regard to the Sultan's presence position and
" arrangements. A British vice is not home in
" the course". But the matter then dropped
" as no British was not home.

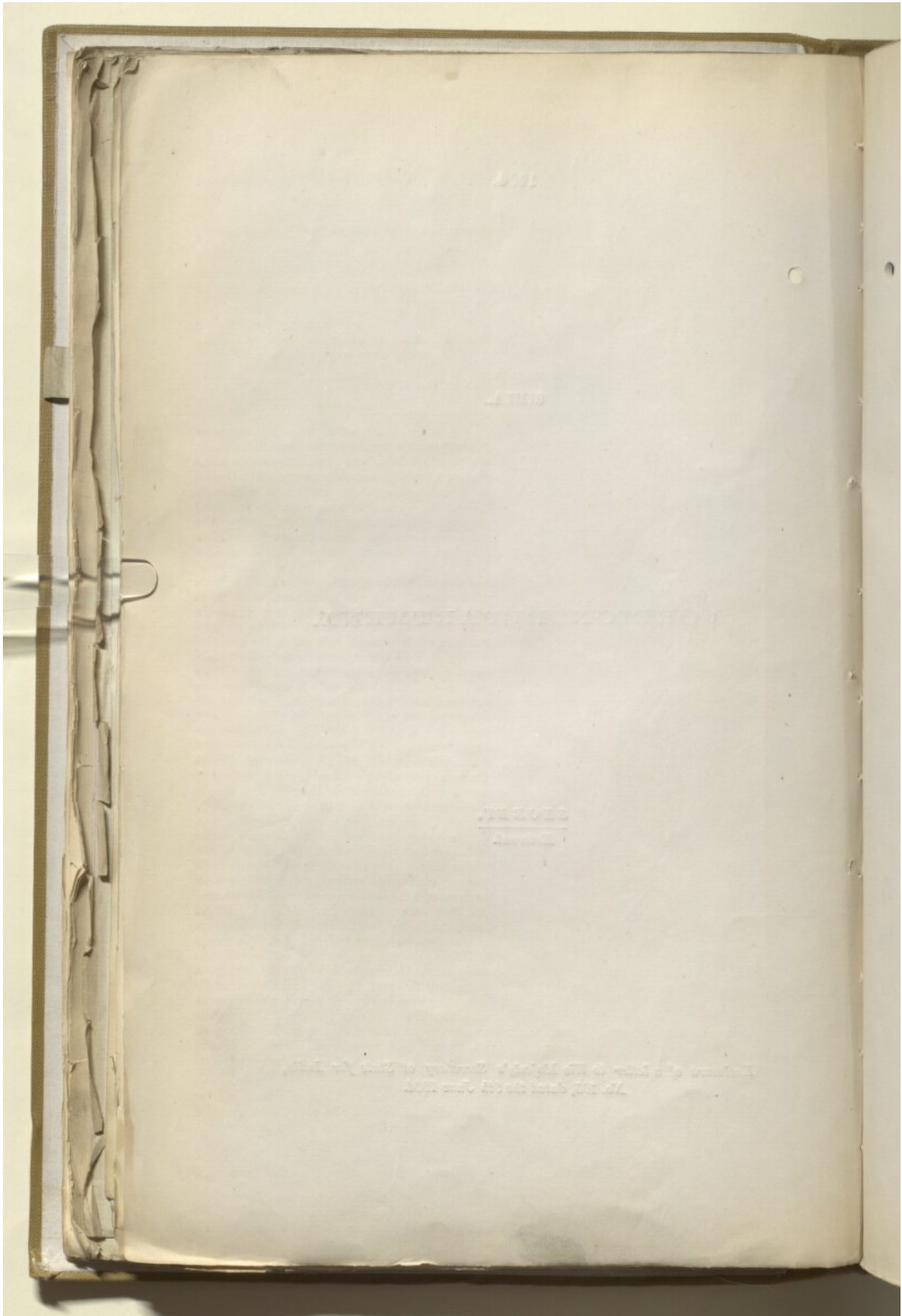
= In 1903 it was stated in the Memorandum
of External Affairs for August that the
Sultan of Muscat had asked for an
" advance of Rs 20,000 of his treasury
" to be repaid by monthly deductions"
In a letter of the 14th Sept 1903 Major
Cox reported that "H.H. did not take me from













Memorandum of information received during
the month of May 1904, regarding
external affairs other than those relating
to the North-West Frontier and Afghan-
istan.

[Note.—This memorandum is based upon reports, the accuracy of
which it is not always possible to guarantee.]

ARABIA.

1. The Commission was still engaged throughout the month in the Subaihi country. By arrangements with the Ottoman Commissioners a Turkish detachment was sent to escort a British surveyor working west of Hawab. On enquiry, Al Akma (see paragraph 1 of Memorandum for April) was identified with a place marked as El Khamar on the War Office map of South-West Arabia, some fifty miles to the east of Mokha. On the 10th May, Colonel Wahab telegraphed that the true Atifi border appears to extend to a point immediately north of Dabab, while Akka, the extreme Buremi limit, would seem to be near Shebe; a line from El Khamar to the north of Dabab would thus be the true limit of Subaihi territory within which Sheikh Said constitutes an enclave. The claims of the Subaihis to this boundary are by no means shadowy, but are supported by oral, as well as documentary, evidence. Colonel Wahab is inclined, however, to accept a line running nearly straight from latitude $13^{\circ} 5'$ and longitude $43^{\circ} 49'$ to Turba. This line would follow the watershed between the Red Sea and the Gulf of Aden, dividing the Subaihi subjects who still pay tribute to the Subaihi Chiefs and those who within recent years have been brought under Ottoman influence, and would leave to the Turks some 550 square miles of Subaihi territory, which, though sparsely populated, is from its geographical position an important tract. The Government of Bombay and General Maitland have recommended the adoption of this line, adding, however, that care should be taken to ensure the frontier passing as close to Sheikh Said as possible with the object of securing command of the harbour, the possible construction of which was discussed some years ago. On the 26th the Commission were asked to make a full enquiry and report by letter, with illustrative maps, as to the Dabab and Turba lines, as the matter is of importance on strategic grounds.

2. On the 28th May, a telegram was received from Colonel Wahab, stating that the Commission had arrived at Perim and visited

3



[2]

the Turkish Commission at Shaikh Said. The Turba village is close under the fort, and Colonel Wahab has suggested that the boundary line be drawn at a low range one mile east of Turba. It is now estimated that the actual survey of the country will be completed about the 1st June.

3. H. M. S. "Porpoise" was at Perim during the month to exercise immediate pressure, should the Turks prove obstructive when the Commission reached the neighbourhood of Sheikh Said.

4. On the 10th May, the Secretary of State telegraphed that Sir N. O'Connor had again urged the importance of the actual delimitation of the line north-east from the Wadi Bana to the desert which he considered would be much more satisfactory than a notification to the Porte of the line we would propose. He thought that it would be most unwise to trust solely to the geographical position of the Hadramaut to prevent the Turks from gaining a footing there, and suggested that, after an interval of rest, Mr. Fitzmaurice should be invited to undertake the duty in concert with a small Turkish Commission, also that his opinion be obtained whether opposition from the Turks is to be feared and whether a large escort is necessary. On the receipt of this communication General Maitland telegraphed that he was of opinion that, as a preliminary to north-east demarcation or survey, it was highly desirable that the Rube'aten group of districts should be acknowledged by the Turks as belonging to the Yaffai, and that the Upper Aulaki should be recognised as one of the nine tribes. He was further of opinion that the Commission undertaking the operations should be well escorted, and that the work should not be attempted until fresh troops had arrived in October or November. Mr. Fitzmaurice thought that actual delimitation would encounter strong opposition from the Turks, and that the most likely way of obtaining the topographical data required for subsequent delimitation or other decision between the two Governments, would be to procure the issue of precise and categorical instructions to the Turks to make a joint survey of a belt of some 20 kilometres on both sides of the true north-east line from Lakmat-as-Shub to the desert. He pointed out the peculiar difficulties that would stand in the way and, like General Maitland, considered that a large military force would be necessary to prevent possible conflict with the natives. The risks, he said, would be minimised by attaching to any force on the line of communication a Political Officer acquainted with Arabia and the people of the country. The Government of Bombay have practically reiterated the opinion of the Resident at Aden, but so far no decision has been arrived at in the matter.



114

[3]

5. In reply to an enquiry made by the Secretary of State, the Resident at Aden has reported that the conclusion of a treaty with the Chief of Beda is still in abeyance. The Chief is in Aden again, but his cousin, who is the real administrator, will not come forward, being apparently under some hostile influence.

6. Colonel Wahab has proposed that Mr. Fitzmaurice, Lieutenant Tandy, and the Turkish Commissioners should proceed either to Constantinople or Simla to complete their maps and final report. The Government of India have suggested to the Secretary of State that it will be more convenient at the present stage for the party to recess at Simla than at Constantinople.

7. Information was received during the month that the Sultan of Shehr and Mokalla had detained at Mokalla a dhow with arms and ammunition, intended apparently for the Somali Mulla. Captain Merewether, Assistant Resident at Aden, who on receipt of this news was sent to Mokalla, brought back with him 31 Somalis, 33 Gras rifles, and 1,550 rounds of Gras ammunition, together with the cargo of the dhow, consisting of 738 bags of rice and a quantity of dates and American piece-goods, of the class from which the Mulla has made a kind of uniform for his men. The dhow which has been left at Mokalla, pending the result of an enquiry now being held at Aden, is said to belong to Obbia, and to sail sometimes under the Italian flag, and sometimes under Zanzibar colours. She left Aden on the 23rd January last for Obbia, carrying certain passengers, who have for the present been detained at Aden. The dhow's movements, after leaving Aden, appear to have been suspicious, and there is no doubt that she visited ports on the Somali Coast not covered by her manifest.

PERSIAN GULF.

8. *El Katr*.—It is reported from Katr that Ali-al-Asairi, Sheikh of the Muathit, residing at Al Bidaa, proposes to erect a town on the north-east corner of Helat Bul Kaifan, about ten miles eastward of Ras Mashut, as a mark for the guidance of pearling boats when making for Al Bidaa.

9. *El Hassa*.—The Monasir Arabs are reported (25th April 1904) to have recently captured and killed the Turkish courier engaged between El Hassa and Katr.

It is said that this tribe recently applied to Abdul Rahman-bin-Faisal for protection, and that the latter informed them that, when they produced letters from the headmen of El Hassa to the effect that they are on good terms with them, he would consider the matter.

3



[4]

10. *Koweit*.—It is reported (7th May) that three dhows recently arrived at Koweit from Maskat with 2,000 rifles on board. Of these, 700 belonged to Mons. Goguyer, and the rest to different Koweit merchants. The masters of the boats expressed unwillingness to ship the arms, but consented on being furnished by Mons. Goguyer with a paper indemnifying them against loss and dangers of search by men-of-war. Sheikh Mubarak has set apart a house for Haji Ali Dahaba, Mons. Goguyer's Native Agent. The latter arrived at Koweit with Mons. Goguyer's nephew, Mons. Elbaz, who has returned to Maskat.

11. The Government of India have sanctioned the grant to the Sheikh of Koweit of a loan of Rs. 1,00,000 to meet the payment due to his nephews under the recent arbitration award. The only condition of the loan is that, pending its repayment, the Sheikh shall borrow from no other source.

12. In a recent despatch the Government of India addressed the Secretary of State on the subject of the Turkish posts established in 1902 at Um Kasr on the mainland at the head of the Khor Abdulla and at Al Geit on the island of Bubiyan. Both Um Kasr and Bubiyan are claimed by the Sheikh of Koweit. It was pointed out that the shores of the Khor Abdulla provide what is probably the best and most probable terminus for the projected Baghdad Railway, that it was, therefore, necessary to secure our interests in this quarter, and that, though Mubarak's pretensions to Um Kasr are not strong, his claims to Bubiyan island are good and sustainable. It was proposed that either (1) the Porte should be informed that their right to maintain a station on Bubiyan cannot be recognised, and that we should simultaneously establish a post on behalf of Mubarak on the northern end of the island; or (2) that we should intimate that Bubiyan is regarded as belonging to the Sheikh, and, unless the Turkish force is withdrawn, we shall be constrained to support him in establishing a post on the northern shore to balance the posts at Um Kasr and Al Geit.

On the 18th May, the Secretary of State telegraphed that Sir N. O'Connor had been authorised to complain to the Porte of the continued maintenance of a Turkish military station on the south-east corner of the island and to press for its withdrawal, and that, if these representations remained for some time without effect, the active measures for supporting the authority of the Sheikh of Koweit recommended by the Indian Government would be considered further.

13. *Nejd*.—It is stated that Ibn Rashid recently represented to the Porte that the successes of Abdul Aziz Al Saud in Nejd and El Kassim were due to the secret support of a

2295/20



[5]

Foreign Power, and if matters were allowed to remain as they were, El Hassa would be taken and Irak Arabi would be in danger; and that he was prepared to defray the cost of Turkish troops and artillery assisting him to re-take El Kassim and Nejd for the Turks.

14. Reports from Basrah state that on the 8th May 4,200 Turkish troops left Samawa, with 10 guns, to join the Amir. A letter was subsequently received by the Political Resident in the Persian Gulf, from Bin Saud, through Sheikh Mobarak, protesting against the Turkish invasion, and begging for British protection for himself and his country. The matter was referred to the Secretary of State, with a suggestion that it might become necessary to appoint a Resident at Koweit and to abstain from interfering to prevent the importation of arms for Bin Saud.

On the 25th May, the Secretary of State telegraphed that representations had been made by Sir N. O'Connor to the Porte and had been renewed on hearing from the Vice-Consul at Jeddah, who had telegraphed that troops were being assembled at Medina in order to assist the Amir of Nejd. The Ambassador was of opinion that these representations might, perhaps, make the Sultan reluctant, but would hardly turn him from the course which he could fairly urge was calculated to prevent internal troubles and disturbance of the *status quo*. Sir Nicolas O'Connor did not see on what grounds he could press the Turks to desist from helping the Amir who was the party attacked without appearing as a distinct partisan of Bin Saud; and pointed out that, on grounds of general policy, there were objections to preventing the Turks from assisting the Amir against Bin Saud whose apparent object is to re-establish the Wahabi dynasty throughout Central Arabia, the result of which might in the near future be fraught with serious consequences and might imperil our authority at Koweit, where, in the existing condition of affairs, our influence is yearly growing stronger. Sir N. O'Connor's idea was that we should confine ourselves for the present to maintaining intact the territory of Koweit and awaiting developments, but that, if the Turks persisted, as he anticipated, in assisting the Amir, it might be expedient to reconsider the question of appointing a Resident at Koweit. The Secretary of State asked for the views of the Government of India on the above questions, and enquired how, in view of our declared policy of prohibiting the traffic in arms, it was proposed to abstain from interfering with the importation of arms for Bin Saud.

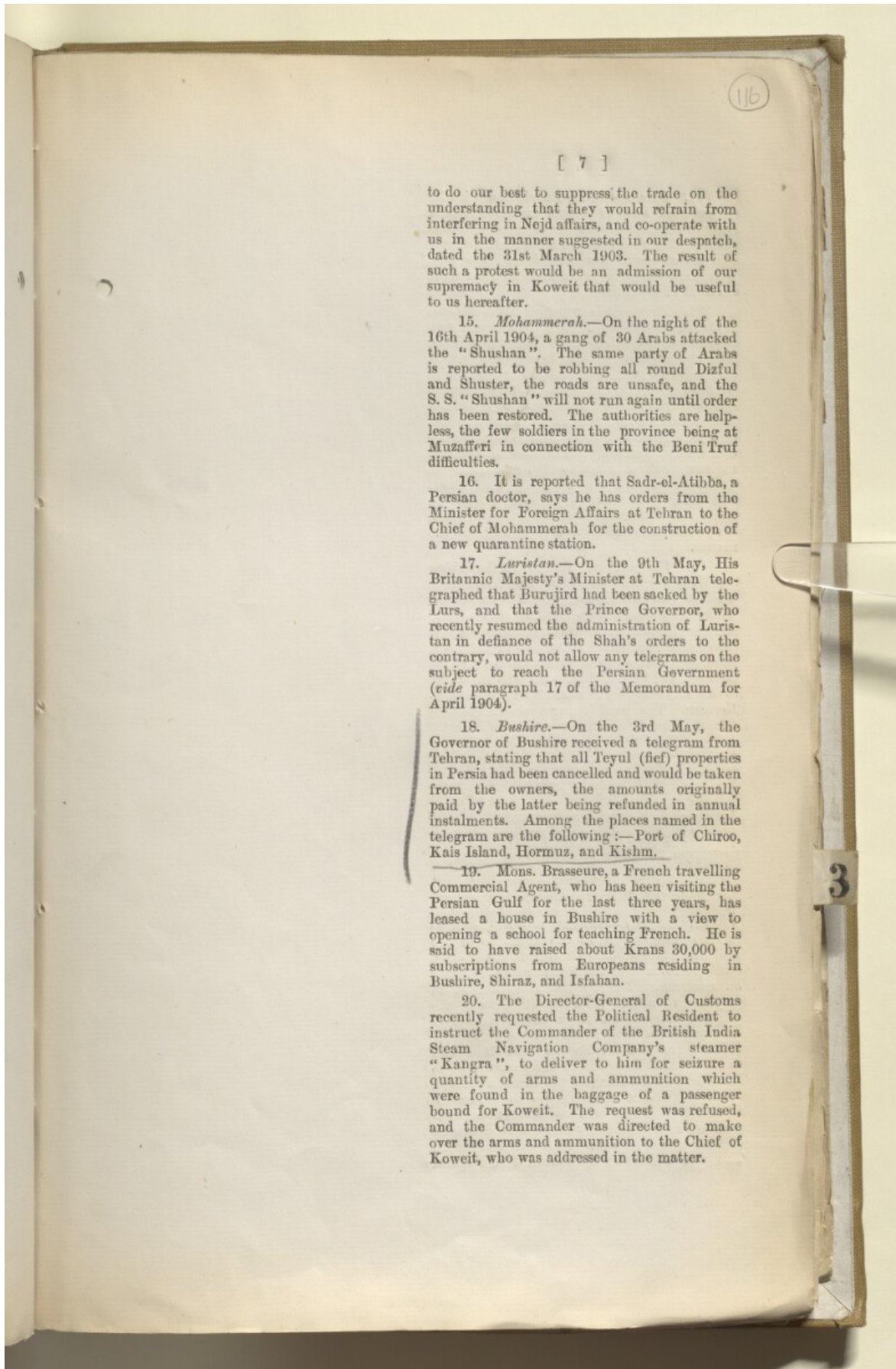
On the 29th, the Government of India replied, suggesting that Sir N. O'Connor might point out that, so long as the Turks had

3



[٤]

refrained from interference in Nejd affairs, we also had abstained from intervention; that we have no desire to assist Bin Saud directly or indirectly; but that our interests in Eastern Arabia are such that we cannot view with indifference intervention on behalf of one of the parties contending for supremacy in Nejd, which must affect the tribes with which we have relations; that the relative rights of the two contending parties being so equal, the better course would be to leave both sides alone, both in the interests of peace, and with a view to the avoidance of internal troubles; that the Turks were unable in 1902 to prevent a filibustering expedition starting against Koweit from Turkish territory, and that the present support of Bin Rashid may strengthen him beyond Turkish powers of control, and produce a situation which, having regard to our relations with Mubarak, we could not view with indifference. As to Sir N. O'Connor's view of the general political aspect of the situation, it was pointed out that the growth of our influence with Sheikh Mubarak had been concurrent with the success of his friend, Bin Saud, and our prestige at Koweit must suffer materially if, through our active intervention to prevent Mubarak assisting Bin Saud and to prevent importation of arms, we permitted Ottoman influence to determine the supremacy of the Turkish nominee against Bin Saud, which, on the analogy of the case of El Hassa in 1871, would probably mean the absorption of Nejd by the Turks. The natural result of Turkish supremacy in Nejd would be the destruction of Mubarak's influence and a possible attack from a direction which had not hitherto been contemplated on Koweit territory, the limits of which towards the interior are not defined. We might thus be forced again to assist Mubarak actively against the Turks. The re-establishment of the Wahabi dynasty, which is now rather territorial than fanatical, would be open to less objection than this. The Government of India could not, therefore, agree that our authority at Koweit would be imperilled by the success of Bin Saud, or that we could preserve the integrity of Koweit territory better than by preventing Turkish intervention on behalf of Bin Rashid. It was added that the Government of India entirely agreed as to posting a Political Agent at Koweit, and would immediately select one, if the Secretary of State approved. As regards the importation of arms, it was pointed out that up to the present no arrangements had been made with the Porte for combined suppression of the traffic which was briskly proceeding. It was not, therefore, a case of authorising Mubarak to import arms or even of relaxing existing measures for the prevention of the trade, but merely of allowing matters to remain as they are. If the Turks protested, we could offer



[7]

to do our best to suppress the trade on the understanding that they would refrain from interfering in Nejd affairs, and co-operate with us in the manner suggested in our despatch, dated the 31st March 1903. The result of such a protest would be an admission of our supremacy in Koweit that would be useful to us hereafter.

15. *Mohammerah*.—On the night of the 16th April 1904, a gang of 30 Arabs attacked the "Shushan". The same party of Arabs is reported to be robbing all round Dizful and Shuster, the roads are unsafe, and the S. S. "Shushan" will not run again until order has been restored. The authorities are helpless, the few soldiers in the province being at Muzafferri in connection with the Beni Truf difficulties.

16. It is reported that Sadr-el-Atibba, a Persian doctor, says he has orders from the Minister for Foreign Affairs at Tehran to the Chief of Mohammerah for the construction of a new quarantine station.

17. *Luristan*.—On the 9th May, His Britannic Majesty's Minister at Tehran telegraphed that Burujird had been sacked by the Lurs, and that the Prince Governor, who recently resumed the administration of Luristan in defiance of the Shah's orders to the contrary, would not allow any telegrams on the subject to reach the Persian Government (*vide* paragraph 17 of the Memorandum for April 1904).

18. *Bushire*.—On the 3rd May, the Governor of Bushire received a telegram from Tehran, stating that all Teyul (sief) properties in Persia had been cancelled and would be taken from the owners, the amounts originally paid by the latter being refunded in annual instalments. Among the places named in the telegram are the following:—Port of Chiroo, Kais Island, Hormuz, and Kishm.

19. Mons. Brasseur, a French travelling Commercial Agent, who has been visiting the Persian Gulf for the last three years, has leased a house in Bushire with a view to opening a school for teaching French. He is said to have raised about Krans 30,000 by subscriptions from Europeans residing in Bushire, Shiraz, and Isfahan.

20. The Director-General of Customs recently requested the Political Resident to instruct the Commander of the British India Steam Navigation Company's steamer "Kangra", to deliver to him for seizure a quantity of arms and ammunition which were found in the baggage of a passenger bound for Koweit. The request was refused, and the Commander was directed to make over the arms and ammunition to the Chief of Koweit, who was addressed in the matter.

3



[8]

21. *Shiraz*.—Mons. Ravet, the Director of the Post Office at Shiraz, has recently been busy in connection with the proposed improvement of the road between Shiraz and Isfahan. If the improvement is carried out, the road will be fit for carriage traffic to within a short distance of Shiraz.

22. *Fars*.—It is reported from Tehran that Shua-es-Sultaneh, the Shah's second son, has been appointed Governor-General of Fars. The appointment appears to be viewed with mixed feelings. The Mullas convened a meeting to protest against the appointment, but dispersed without coming to any definite resolution.

23. *Bunder Abbas*.—The recent murder of a woman and child on Kishm is reported to have caused some local excitement. A Customs employé was suspected, and about 100 men proceeded to Bunder Abbas to demand redress from the Customs Department, whose emissaries endeavoured to hush up the matter.

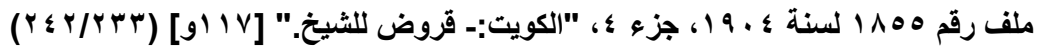
24. The neighbourhood of Bunder Abbas and Lar are in a disturbed state, and there are even rumours of attacks on Bunder Abbas.

25. *Kerman*.—Mr. Miller, the newly-appointed Russian Consul at Kerman, is reported to have left Kashan on the 2nd April 1904, accompanied by an escort of seven Russian Cossacks and by two Engineers, who are stated to be surveying the road from Tehran to Kerman. The local feeling against a Russian Consul living in Kerman is said to be strong.

26. *Abu Musa and Tamb*.—On the 24th May, Sir A. Hardinge telegraphed that the Persian Government, while reserving its right to discuss with His Majesty's Government our respective claims to Abu Musa and Tamb, had telegraphed orders to Bushire to remove the Persian flags and guards from the islands (*vide* paragraph 25 of the Memorandum for April 1904).

TURKISH ARABIA.

27. *Hedjaz*.—Several complaints have lately been preferred to the Porte regarding robberies committed on pilgrims to the Hedjaz, and the raids committed by revolted Arabs on caravans. The Turkish Government, in response to a call from the Protector of the pilgrims at Mecca, is reported to have despatched four battalions of regular (Nizam) troops from Beyrout and Damascus to Medina *via* Yambo, and has sent orders to Baki Bey, a high official of the Grand Vizierate, to enquire into and report upon the causes of the recent disturbances, as well as the complaints of the people against the Governor Osman Pacha and the Wali of the Hedjaz. The recent disorder is attributed in a great



At present the work is to be carried only as far as Bulgurlu village, just beyond Ereğli, and 200 kilometres from Konia. It is expected that this point will be reached by the end of September. After that, it is hoped that next spring a careful survey will be made with a view to continuing the line from Bulgurlu to Adana, and to some point on the coast between Ayas and Alexandretta; possibly at Ayas Bay itself, or even at Mersina, by means of the present Adana-Mersina Railway. The line taken from Bulgurlu would probably follow the valley of the Çakıt Su, passing by Ak Kupra. The officials while denying any knowledge of the continuation of the line, speak of it as the "Baghdad line". Ballast trains are now running to a point about 53 kilometres from Konia, and the rails are not laid beyond that point, but the work is being carried on the whole way to Ereğli.



[10]

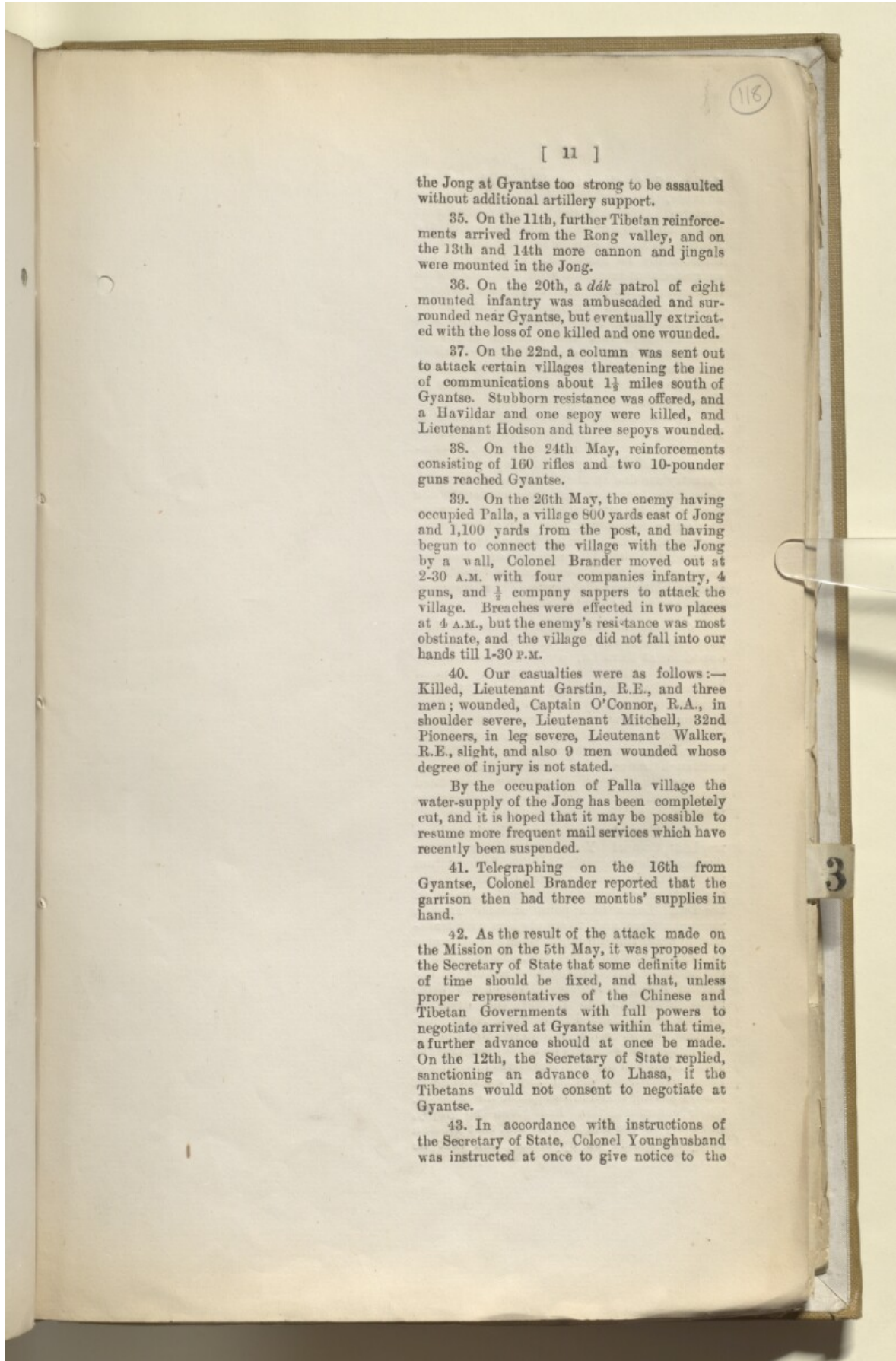
TIBET.

31. On the 1st May, a reconnoitring party reported that they had located from 1,000 to 1,500 Tibetans in an entrenched position 43 miles from Gyantse on the far side of the Karo La. The enemy had opened fire, but had hit none of our men, who retired. In view of the threat involved to the line of communications with Phari, Colonel Brander considered it advisable to move out with a force of 300 rifles, and on the 6th successfully cleared the Tibetan force, which in the meantime had grown to one of 2,500 men, headed by influential Lhasa Lamas and officials. Our loss was 4 killed and 14 wounded, among the former being Captain Bethune. The enemy held a strong position and fought stubbornly. Their loss was not accurately ascertained. Their camp and baggage were captured; a number of large tents, quantities of rations, gunpowder, and arms, and hundreds of maunds of blankets, cloaks, and clothing were burnt or destroyed. The new monk member of the Tibetan Council, who was previously supposed to be on his way to negotiate, was found actually to have been collecting troops at Nagartse. The column arrived back at Gyantse on the 9th May.

32. In the meantime, the Mission Camp at Gyantse had been attacked at dawn on the 5th May by a force of 700 Tibetans from Shigatse, commanded by a Lhasa General, and accompanied by clerks of the Dalai Lama and representatives of the Gaden Monastery. The attack, which lasted two hours, was repulsed with considerable loss to the enemy, who left 250 killed and wounded near the post. Our casualties were two wounded. General Ma, it was said, knew of the intended attack, but gave no warning. Captain Parr's Chinese guards, who were in the town, were beaten, and his two Bhutia servants were brutally murdered, their limbs being hacked off one by one. Some Mission servants who were spending the night in the town were also murdered. It is believed that General Ma could have saved Captain Parr's servants, but took no action.

33. The assault having failed, the enemy proceeded to maintain from the Jong hill, distant about 1,400 yards, an accurate fire with jingals and modern rifles to which our 7-pounders were unable to reply effectively. On the morning of the 8th, a large number of mounted reinforcements arrived from the Shigatse direction. The same day a reconnaissance in force was made to clear the surrounding country, and a small loss was inflicted on the enemy without casualties on our side.

34. On the 10th, Colonel Brander again reconnoitred the enemy's position, and destroyed a village threatening our right, but found



[11]

the Jong at Gyantse too strong to be assaulted without additional artillery support.

35. On the 11th, further Tibetan reinforcements arrived from the Rong valley, and on the 13th and 14th more cannon and jingals were mounted in the Jong.

36. On the 20th, a *dak* patrol of eight mounted infantry was ambuscaded and surrounded near Gyantse, but eventually extricated with the loss of one killed and one wounded.

37. On the 22nd, a column was sent out to attack certain villages threatening the line of communications about 1½ miles south of Gyantse. Stubborn resistance was offered, and a Havildar and one sepoy were killed, and Lieutenant Hodson and three sepoy wounded.

38. On the 24th May, reinforcements consisting of 160 rifles and two 10-pounder guns reached Gyantse.

39. On the 26th May, the enemy having occupied Palla, a village 800 yards east of Jong and 1,100 yards from the post, and having begun to connect the village with the Jong by a wall, Colonel Brander moved out at 2-30 A.M. with four companies infantry, 4 guns, and ½ company sappers to attack the village. Breaches were effected in two places at 4 A.M., but the enemy's resistance was most obstinate, and the village did not fall into our hands till 1-30 P.M.

40. Our casualties were as follows:—Killed, Lieutenant Garstin, R.E., and three men; wounded, Captain O'Connor, R.A., in shoulder severe, Lieutenant Mitchell, 32nd Pioneers, in leg severe, Lieutenant Walker, R.E., slight, and also 9 men wounded whose degree of injury is not stated.

By the occupation of Palla village the water-supply of the Jong has been completely cut, and it is hoped that it may be possible to resume more frequent mail services which have recently been suspended.

41. Telegraphing on the 16th from Gyantse, Colonel Brander reported that the garrison then had three months' supplies in hand.

42. As the result of the attack made on the Mission on the 5th May, it was proposed to the Secretary of State that some definite limit of time should be fixed, and that, unless proper representatives of the Chinese and Tibetan Governments with full powers to negotiate arrived at Gyantse within that time, a further advance should at once be made. On the 12th, the Secretary of State replied, sanctioning an advance to Lhasa, if the Tibetans would not consent to negotiate at Gyantse.

43. In accordance with instructions of the Secretary of State, Colonel Younghusband was instructed at once to give notice to the

3



[12]

Amban that, after the date fixed for the advance, he would decline to negotiate at Gyantse. Colonel Younghusband replied that he had no means of communicating with the Amban, as any messenger sent by him would undoubtedly be murdered. In reply, it was suggested that he should send the notice with a covering letter to the Commander of the Tibetan forces, explaining the nature of the communication. Instructions were also sent that, in order that the Tibetans might be fully aware of the decision of the British Government, a letter should be written to the Dalai Lama in terms identical with those of the communication to the Amban.

44. In view of the expected advance to Lhasa, the following reinforcements are under orders for Tibet:—8 mountain guns, 4 companies British Infantry, and 4 companies Native Infantry are due on the 8th June at Chumbi. In addition, sanction has been accorded to the move of half a battalion of British Infantry to Darjeeling in support, and it is also proposed to send half a battalion of Native Infantry to Chumbi. A third company of Mounted Infantry has also been ordered to Tibet. General Macdonald's demands for transport have been fully complied with.

45. On the 8th May, it was decided that, owing to the attack on Gyantse and the serious opposition at Karo La, preponderance must be given to military considerations. General Macdonald was accordingly authorised to take all measures necessary to secure the safety of the Mission and its communications, and to exercise the same control of military operations and Press censorship as during the advance from Thuna until such time as active opposition should cease, and negotiations with properly accredited Chinese and Tibetan delegates should become possible.

46. Two further communications have reached Colonel Younghusband from the Amban (*vide* paragraph 40 of the Memorandum for April). In the first, dated the 23rd April, the Resident explained that he had again urged the Dalai Lama to appoint suitable Tibetan representatives and to supply him with transport in order that he might proceed to Gyantse to negotiate; delay, however, had arisen from the necessity of convoking an assembly of the clerical and lay representatives of the three great monasteries to discuss the question. In the second, dated the 29th April, the Amban wrote, with reference to Colonel Younghusband's enquiry on the subject, that the Dalai Lama and the representatives of the three great monasteries denied any knowledge of monks having taken arms against the Mission. Their communication had given no reply, however, to the Amban's request that Tibetan delegates should be appointed, and that he



[13]

might be supplied with transport to enable him to proceed to Gyantse.

47. In reply to the Dalai Lama's request for help in men and money from the Emperor of China, the Amban is said to have told him that he must not expect any assistance from China. The Amban also hinted that the Dalai Lama was himself responsible for all that had occurred.

48. Information has been received by Colonel Younghusband from a Chinese source that representatives of the three great Lhasa monasteries have represented to the Amban that the Dalai Lama has no power to ratify a treaty without their concurrence, and that the Amban might negotiate with the British, but the Tibetans would not have anything to do with them.

49. Colonel Younghusband has received further friendly letters from the Deb Raja of Bhutan, and also from the Tongsa Penlop and Trimpuk Jongpen. The Tongsa Penlop also wrote on the 16th May to General Macdonald at Chumbi, saying that the Dalai Lama had sent a Lama messenger with a letter, requesting him to endeavour to bring about peace between the Tibetans and the English. The Tongsa Penlop offered his services as a mediator between the two Governments, and said he would start with the Lama messenger on the 28th May on a visit to General Macdonald. On receipt of this information, instructions were sent to Mr. Walsh that he should see the Tongsa Penlop, but should decline the latter's offer of mediation, telling him, however, that we should appreciate his services if he could impress on the Dalai Lama the folly and uselessness of resistance; and requesting him to inform the Dalai Lama that the British Government have no desire to injure the Tibetans or their country, or to interfere with their religion, but that they insist on a settlement of the long-standing differences. If the Dalai Lama failed to send properly accredited representatives to Gyantse before the day which had been notified to him, the British Government would no longer consent to negotiate there, but would send more troops to protect their Mission which would advance and compel negotiations at Lhasa.

50. A quantity of Russian rifle and revolver ammunition was found at Karo La, but none of British manufacture. Various reports and rumours have also been received, suggesting that the Tibetans are receiving help from Russia. A Tibetan informant announced that there were four white men in the Jong at Gyantse: a rumour originating in Bhutan declared that 1,000 Russian troops in Tibetan clothes were at a place 150 to 200 miles north of Phari; while all the officers engaged

3



[14]

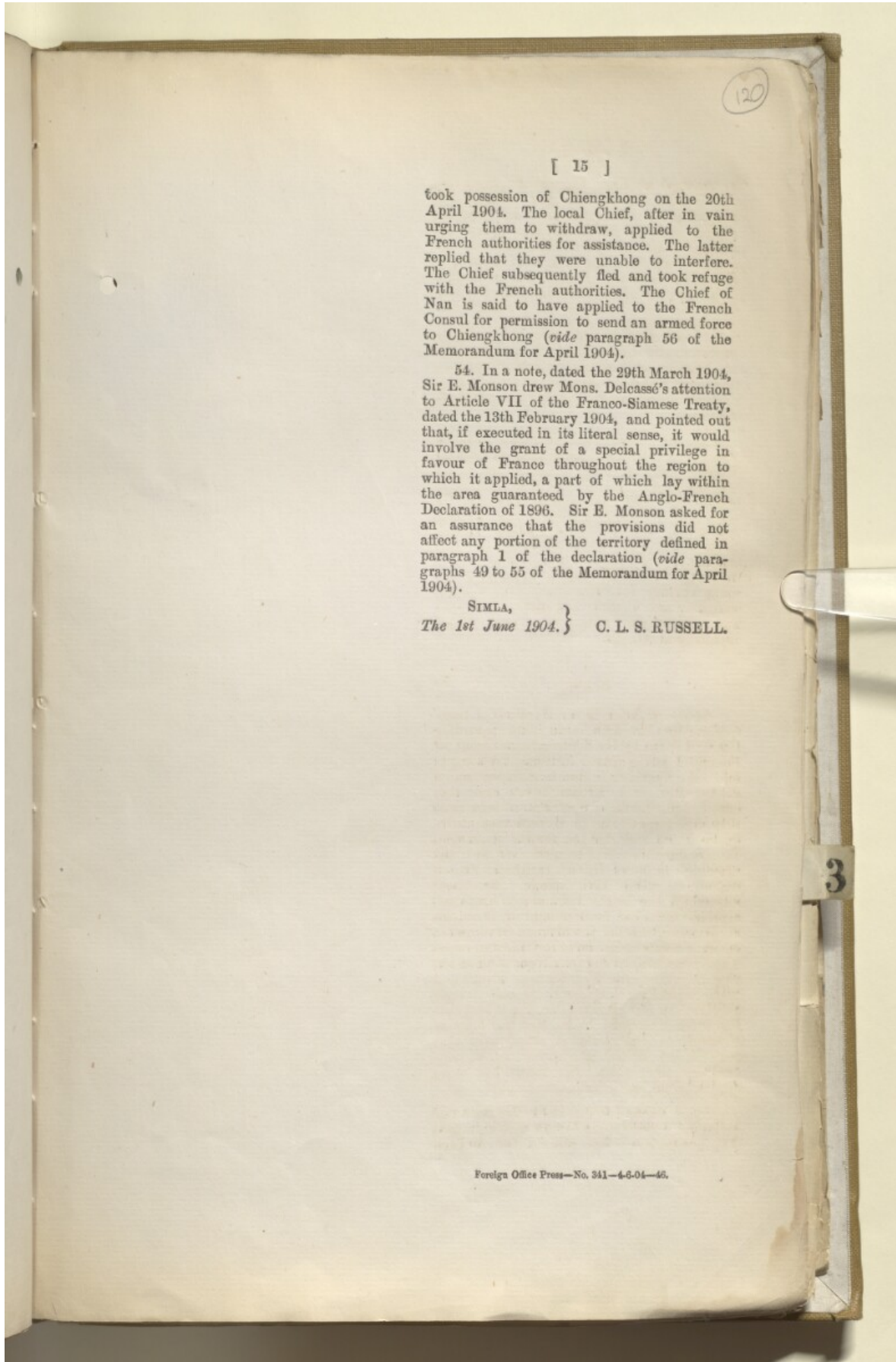
in the fight at Karo La are of opinion that the Tibetans had the aid, and probably the leadership, of men trained in European warfare. General Macdonald also reports that among the killed at Guru was a man with the arms, dress, and appearance of a Russian Mongolian Cossack. No clue was obtained as to his identity. In a letter, dated the 3rd May 1904, Mr. Poole informed the Foreign Office in London that he had received information from correspondents in Kansuh that 1,000 Buriats drilled and armed had passed by that way from Russian territory to Tibet. Reports from the Nepalese representative at Lhasa, however, contain no fresh evidence of Russian assistance.

51. Mr. Nichols, an American traveller, who has recently spent some time in Chinese Tibetan territory, lately informed Mr. Litton that the most remarkable political feature in Ssuehuanese and Yunnanese Tibet is the weakening of the influence of the Chinese authorities, and the corresponding increase in the power of the Lhasa Government; that the intrigues of Russia had penetrated even to Wei Hsi; that the British expedition had much excited the Tibetans in the country visited by Mr. Nichols; and that anti-English and anti-Chinese feeling was very strong, especially at Atentse.

SIAM.

52. In a letter to the Marquess of Lansdowne, dated the 19th April 1904, regarding the view taken by the Siamese Government of the recent Anglo-French Agreement relating to Siam, Mr. Paget wrote that he gathered from a conversation with Prince Devawongse that fear, hatred, and distrust of France were more than ever predominant in Government circles in Bangkok, and that the news of the Anglo-French Agreement had been received with disappointment inasmuch as it facilitates French aggression within their sphere. Mr. Paget understood His Royal Highness to hint that, although Siam had been obliged to acquiesce in French demands, the Siamese Government mean, whenever possible, to rob the concessions which have been wrung from them of all effect, and to resist French influence within and without the French sphere to the best of their ability. As regards Krat, Mr. Paget said that the position seemed to be that the Siamese Government had offered to hand over that port, if the French garrison would at once evacuate Chantabun. No reply had been received from the French Government.

53. A report received from His Britannic Majesty's Consul at Chiangmai shows that 300 Shans from the east of the Mekong

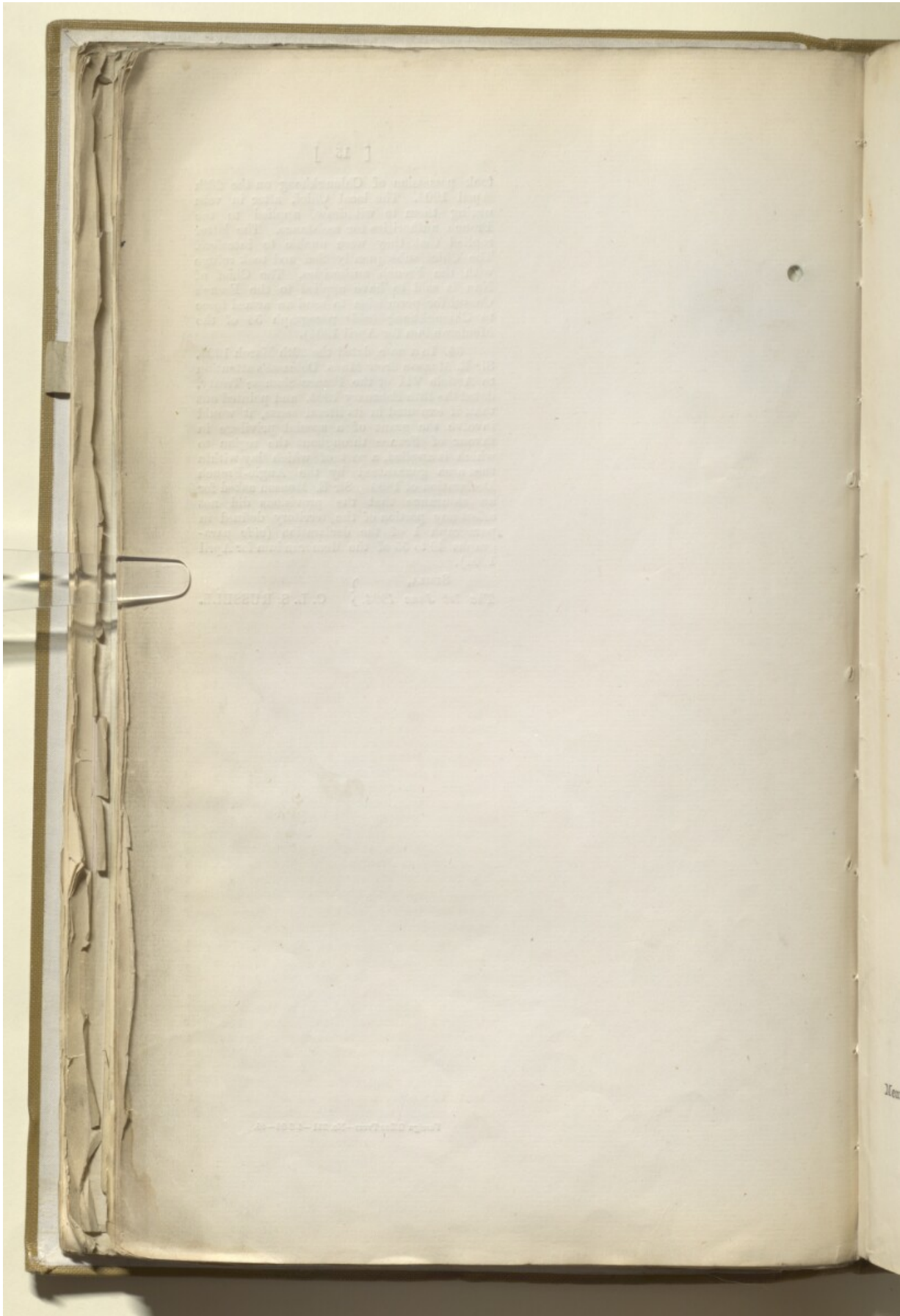


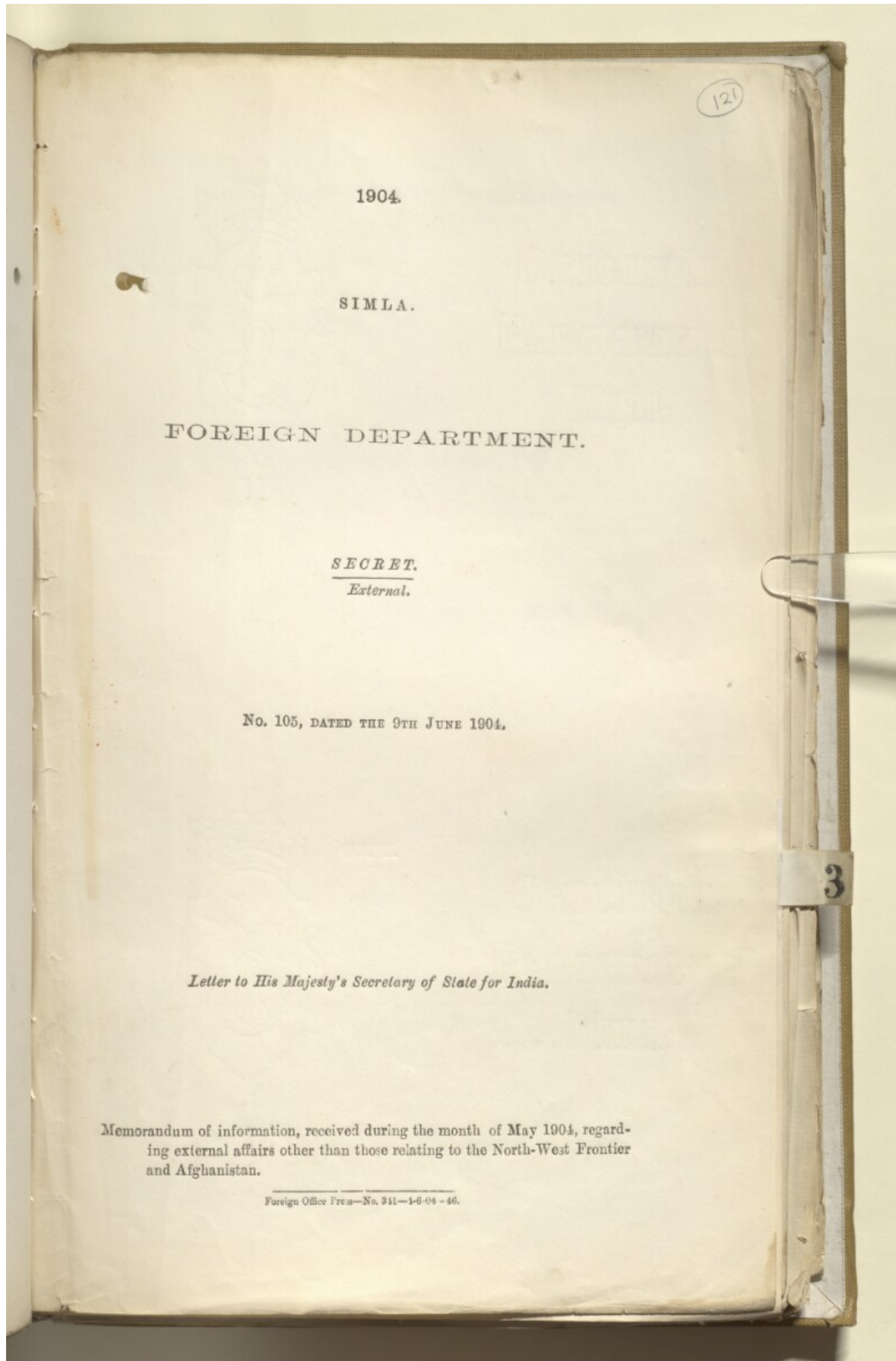
[15]

took possession of Chiengkong on the 20th April 1904. The local Chief, after in vain urging them to withdraw, applied to the French authorities for assistance. The latter replied that they were unable to interfere. The Chief subsequently fled and took refuge with the French authorities. The Chief of Nan is said to have applied to the French Consul for permission to send an armed force to Chiengkong (*vide* paragraph 56 of the Memorandum for April 1904).

54. In a note, dated the 29th March 1904, Sir E. Monson drew Mons. Delcassé's attention to Article VII of the Franco-Siamese Treaty, dated the 13th February 1904, and pointed out that, if executed in its literal sense, it would involve the grant of a special privilege in favour of France throughout the region to which it applied, a part of which lay within the area guaranteed by the Anglo-French Declaration of 1896. Sir E. Monson asked for an assurance that the provisions did not affect any portion of the territory defined in paragraph 1 of the declaration (*vide* paragraphs 49 to 55 of the Memorandum for April 1904).

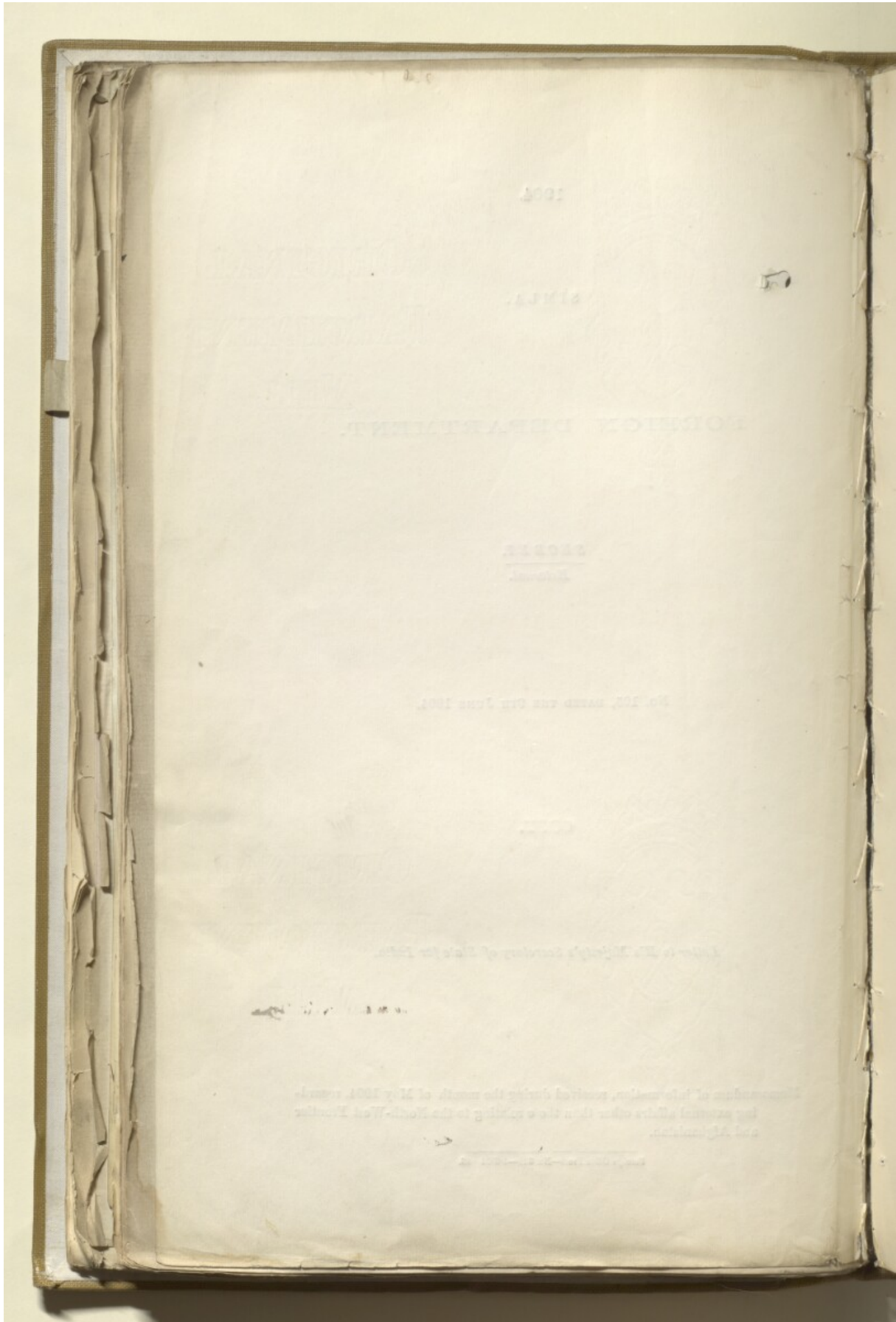
SIMLA,
The 1st June 1904. } C. L. S. RUSSELL.







ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٤، "الكويت:- قروض للشيخ." [١٢١ظ] (٢٤٢/٢٤٢)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. [١٢٢و] (٢٩٤/١)

(122)

Previous File
P.

POLITICAL AND SECRET DEPARTMENT.

P.
1855
1904.

3

Subject:

Koweit:- Bunder Shweikh.
Foreshore case 1907.

see also F. 1801/20 Termination of lease.

This file contains the following papers:--

YEAR.

1905 . P. 1897

1906 . P. 2669 1160 3250 1846

1907 . P. 1132 3347 1286 1478 1529 1545 1546 1568 3640 1635
1654 1662 3709 1836 1923 3895 2166 1972-3

1908 . P. 174.2847

Memoranda.

445 If any papers are removed from this File, please inform the Political Registry.

6827 500 4/23



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[١٢٢ظ] (٢٩٤/٢)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. [١٢٣و] (٢٩٤/٣)

(123)

Register No. **2847**

Minute Paper. **Secret Department.**

Letter from **70,** Dated } **25 Feb. 1908.**
Rec. }

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary	27 Feb	KK	Koweit. Joshua Lease. Sir Elgy entirely concur in proposal to express the satisfaction of H. H. Govt. at the conclusion of the negotiations
Secretary of State	28	af	
Committee	2/3	KK	
Under Secretary	3	KK	
Secretary of State			

Copy to
India 70. L. 6 March '08
70. 7 Feb. 5 March
8 Feb. to Viceroy.

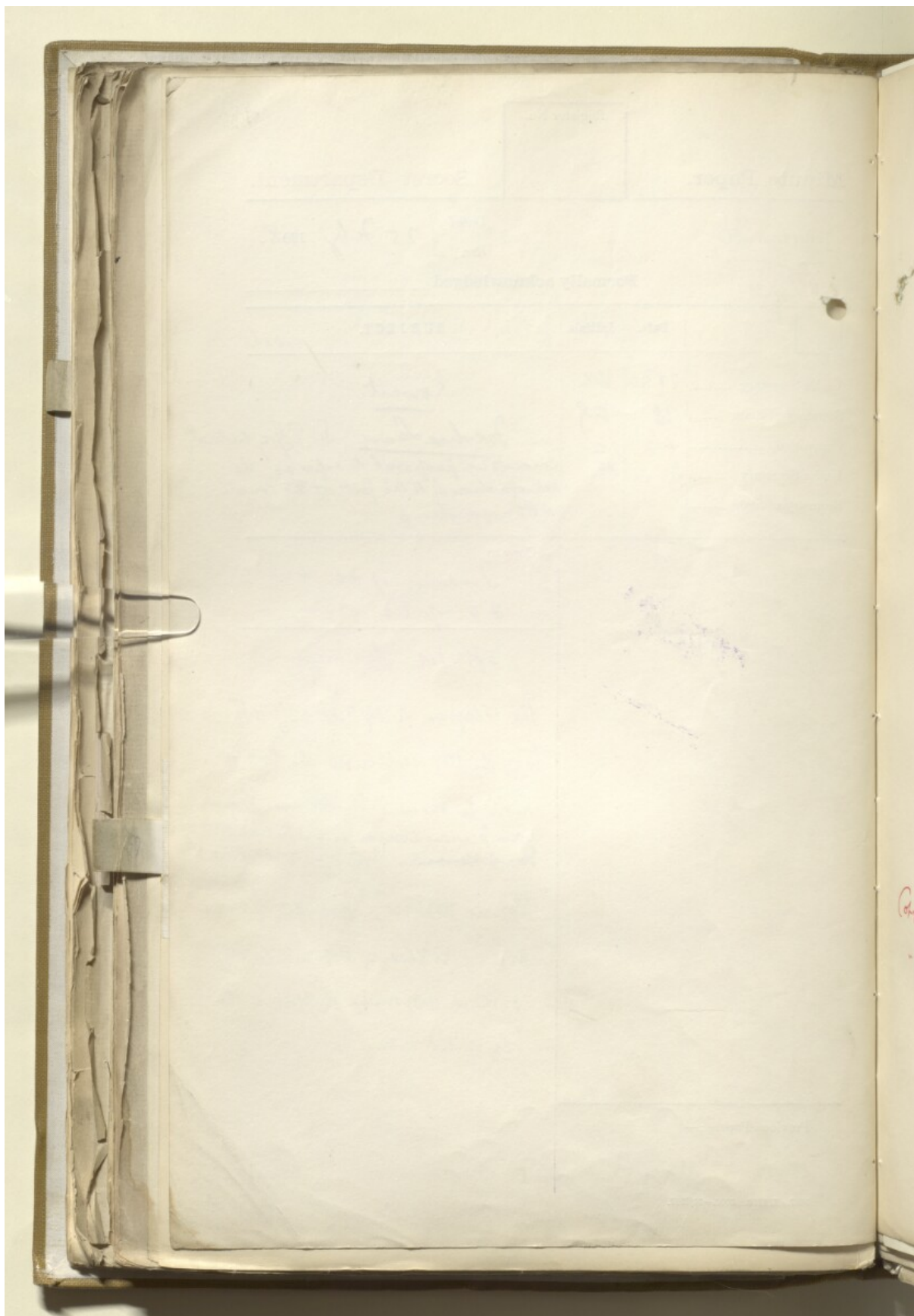
The telegram of 14 Dec. 02, referred
to by the 70, authorised the Govt. of
India to renew to the ~~Government~~ British
our previous assurances and to see him
the ~~Government~~ that we would refer
"Koweit district", "Koweit Koweit
district is clearly defined as the
district adjoining or close to the
bay of that name.

Previous Papers:—
77 174 2689/02

1687. L. 1779. 2000.—10/1907.

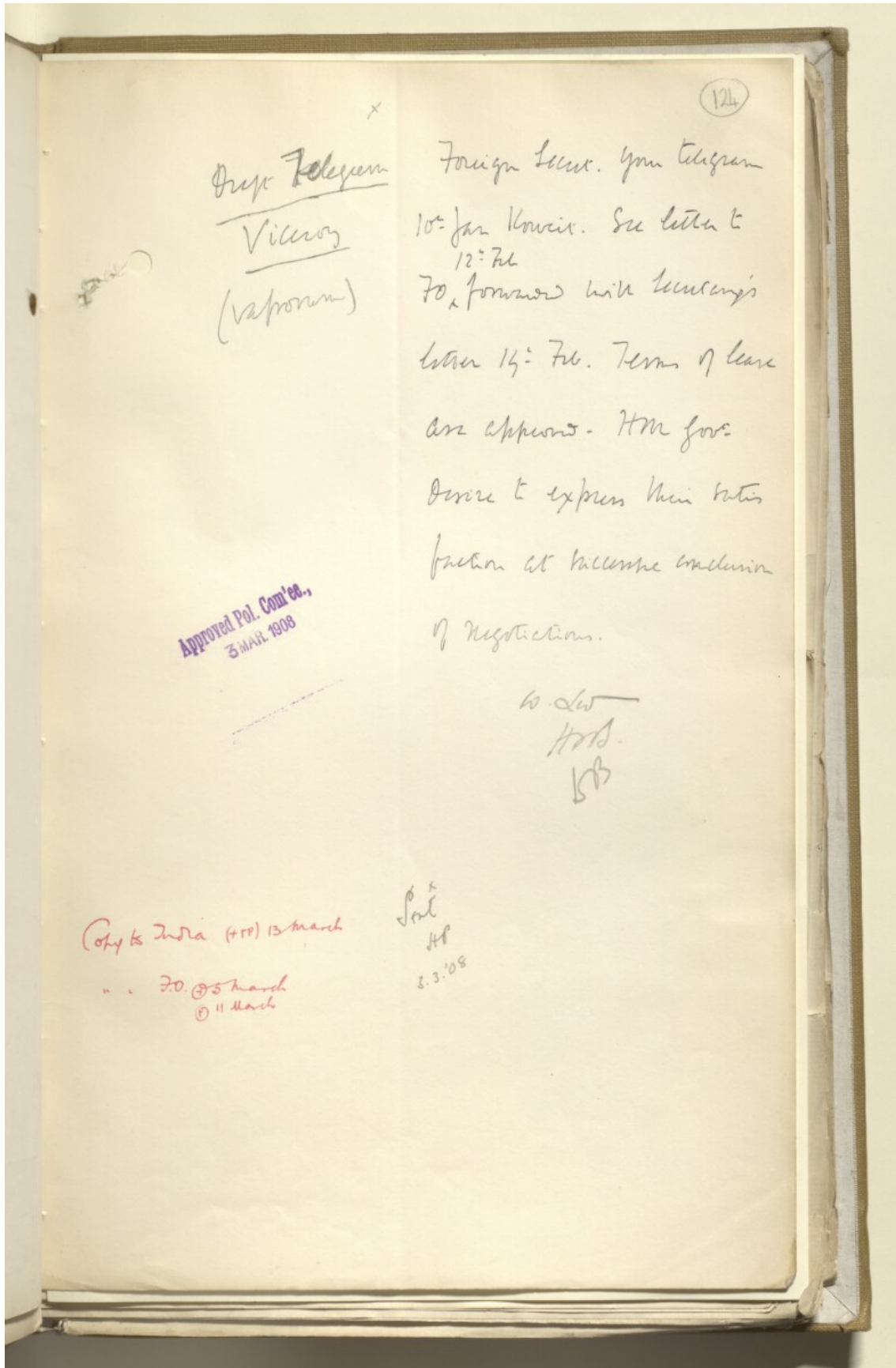


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٢٣ظ] (٢٩٤/٤)



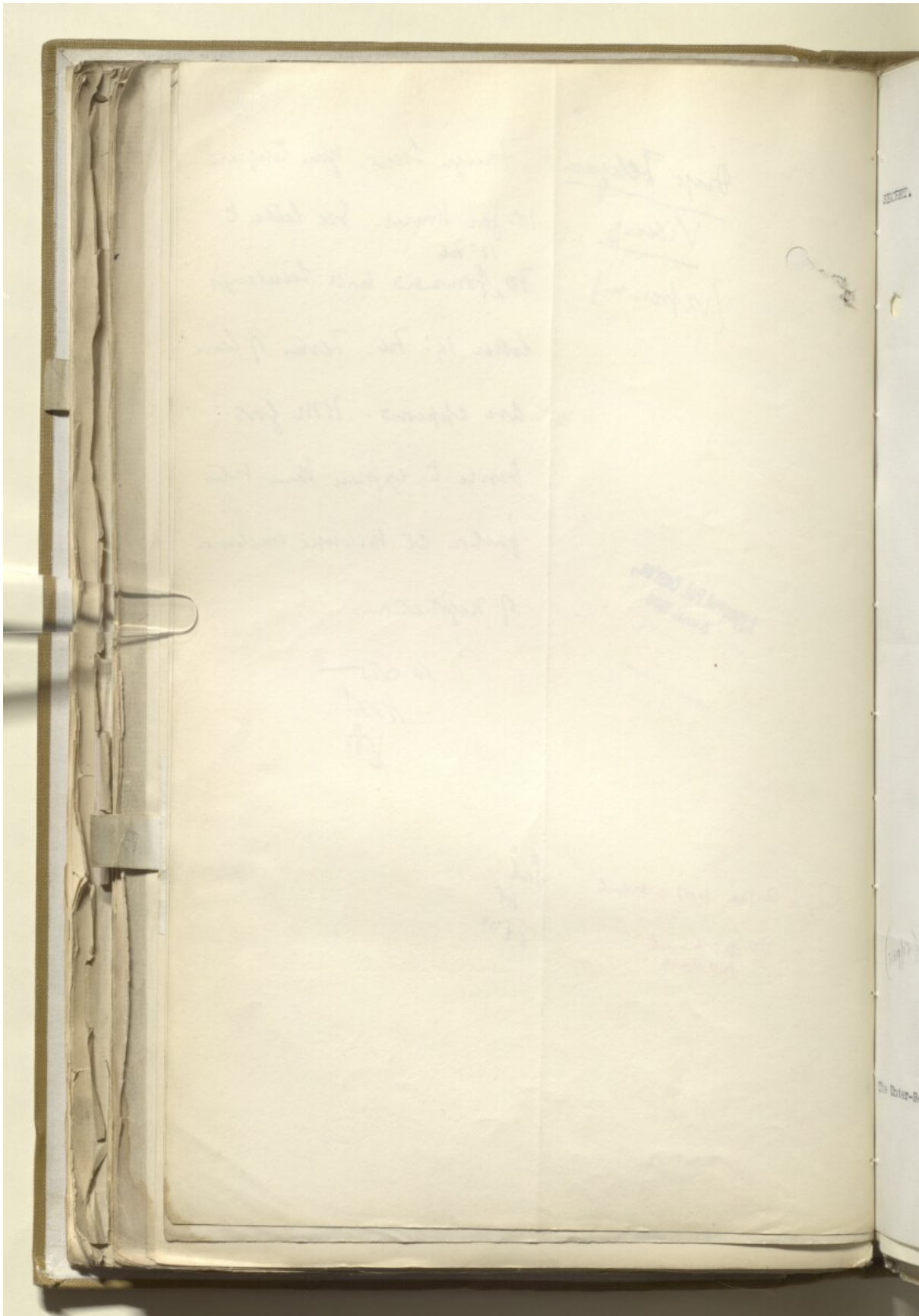


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. " [١٢٤] [٢٩٤/٥]



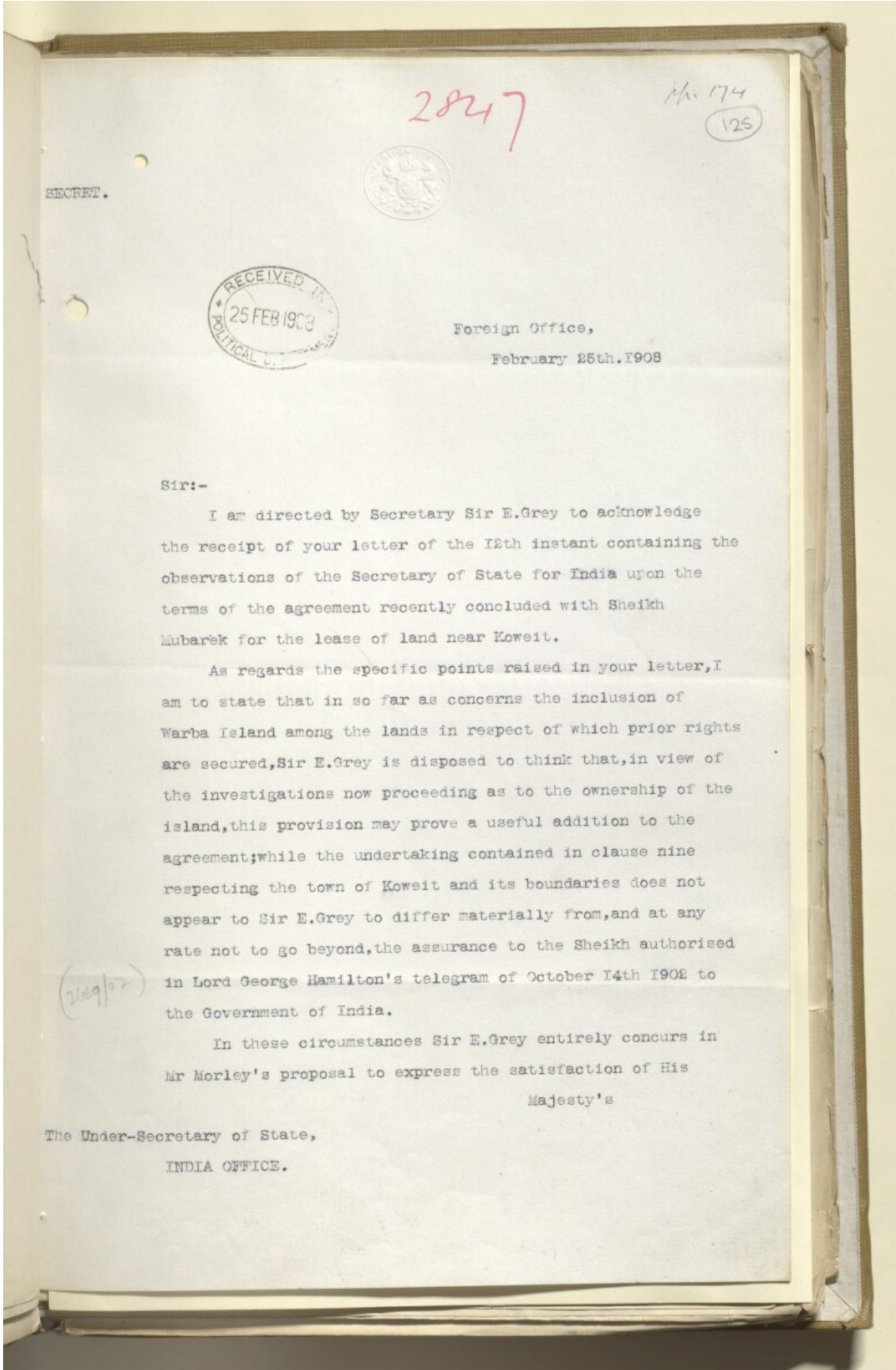


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. [١٢٤ظ] (٢٩٤/٦)



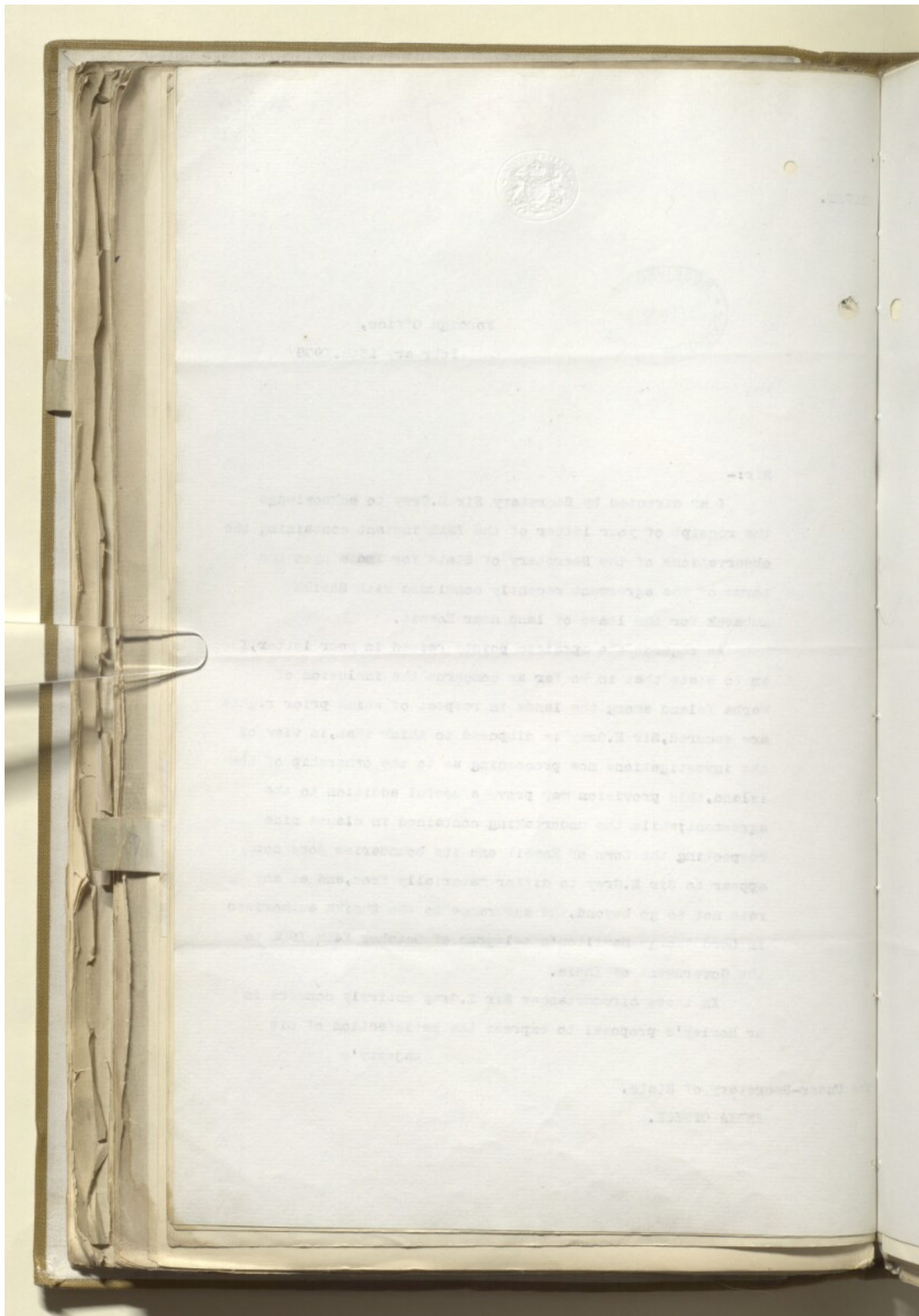


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٢٥/٧] (٢٩٤/٧)



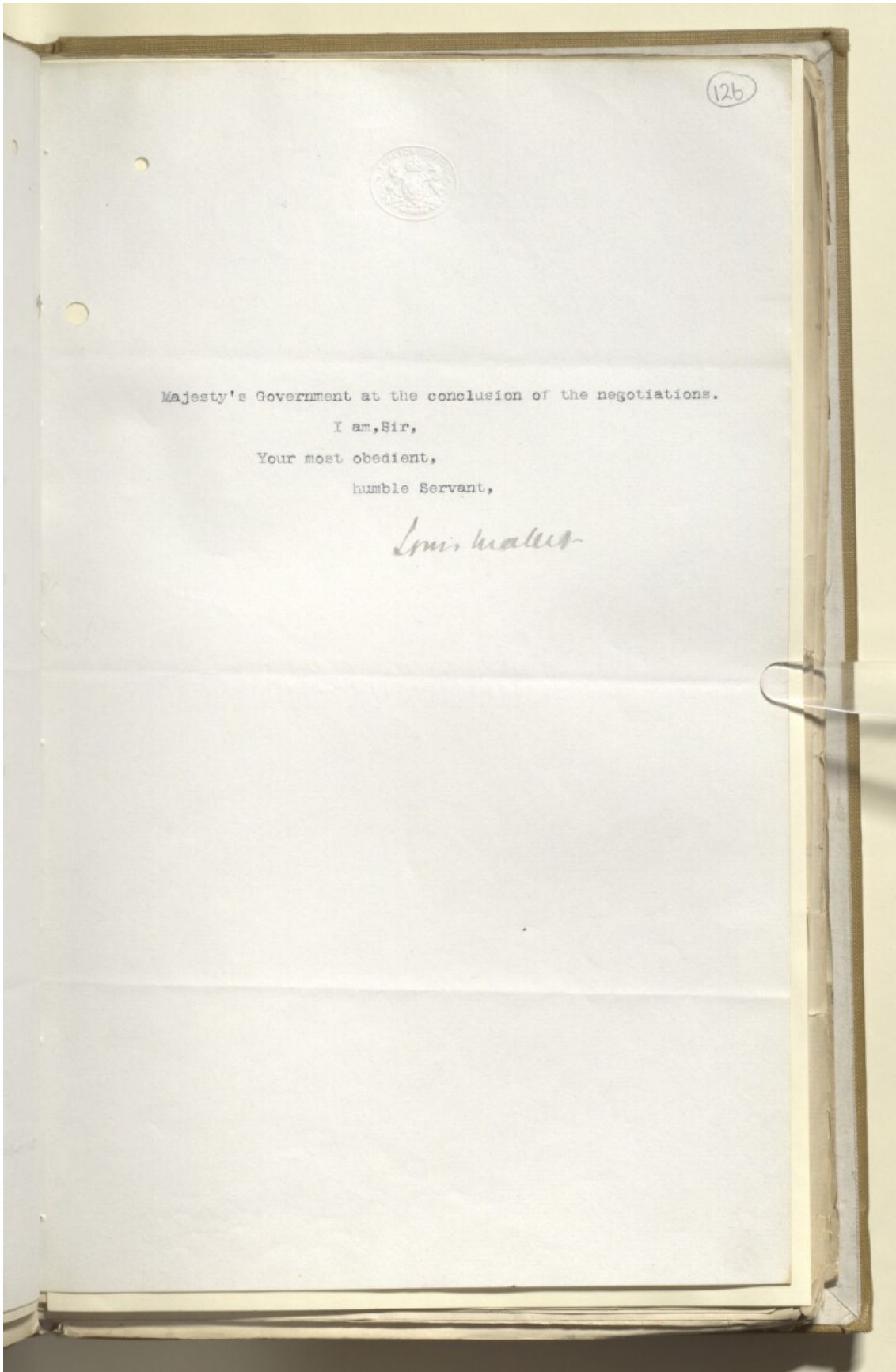


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. [١٢٥ظ] (٢٩٤/٨)



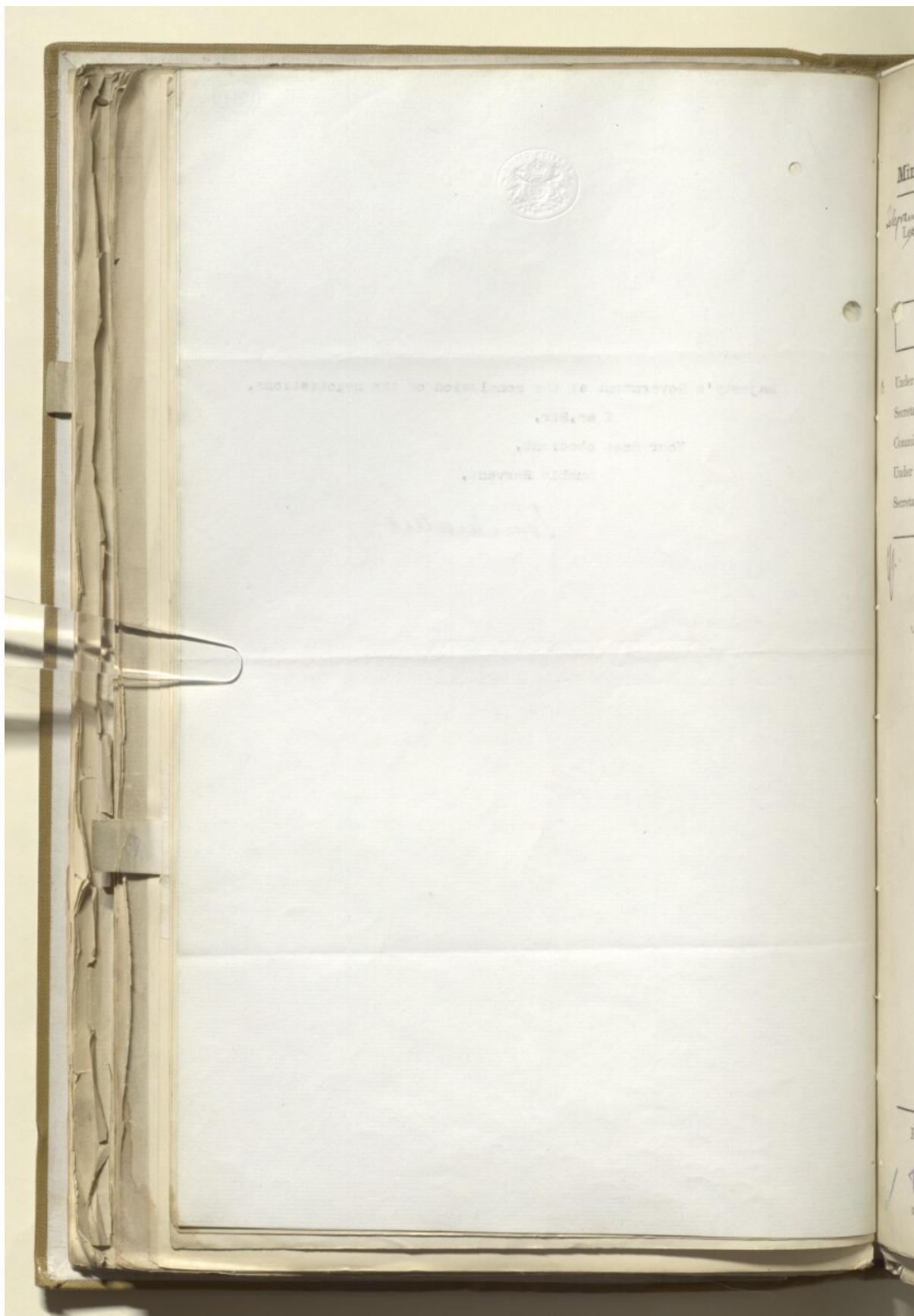


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٢٦و] (٢٩٤/٩)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٢٦ ظ] (٢٩٤/١٠)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٢٧/١] (٢٩٤/١١)

(127)

Register No.
174

Minute Paper. **Secret Department.**

Telegram Letter from *Viceroy,* Dated *10* } *Jan.* 1908.
Rec. *11* }

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary	<i>3 Feb</i>	<i>VM</i>	<i>Koweit.</i> <i>Forashore lease. Query addressed to the Govt. of India regarding clause 9: repl of Govt. of India.</i>
Secretary of State	<i>4</i>	<i>AG</i>	
Committee	<i>5.</i>	<i>MM.</i>	
Under Secretary	<i>11.</i>	<i>VM</i>	
Secretary of State.....			

Copy to *India*
14 Feb '08
Secy. 7.

Stt. to Foreign Office

Except in the two points discussed in the Draft, the Lease is in accordance with the instructions in our telegram of 2nd October.

Clauses 1 to 8 and 12 of the Lease embody, with the necessary modifications, the terms of the Draft Agreement & Draft Acceptance sent to the F.O. with our letter of 25th September. Clauses 9, 10, and 11 give effect to the Customs arrangements as settled by the Viceroy's telegrams of 27th Aug, 3rd, 24th & 29th Sept. & an telegram of 2nd October.

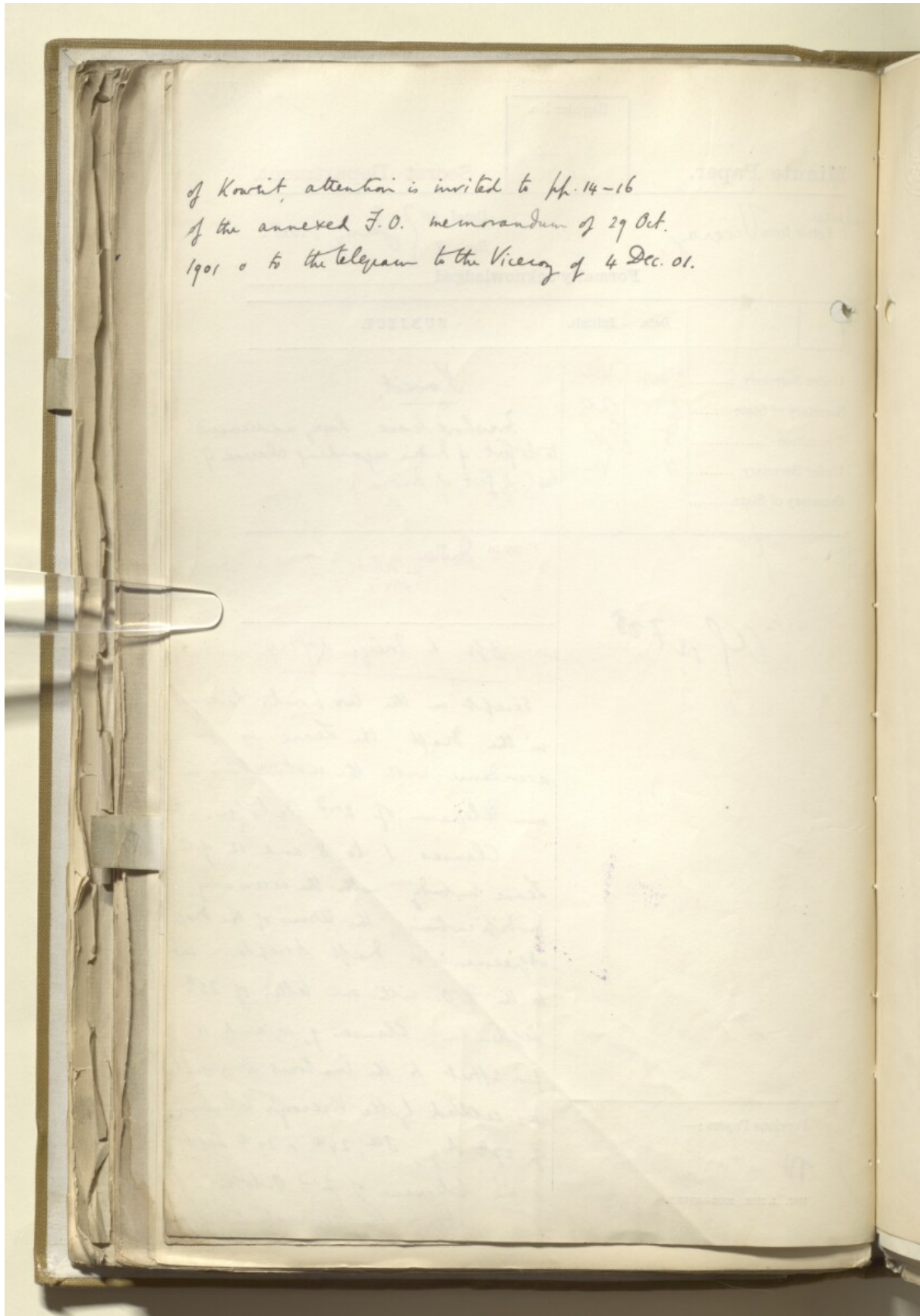
As to the general status

Previous Papers:—
TH *1972-3/07*

1837. L. 1779. 2000.—10/1907.

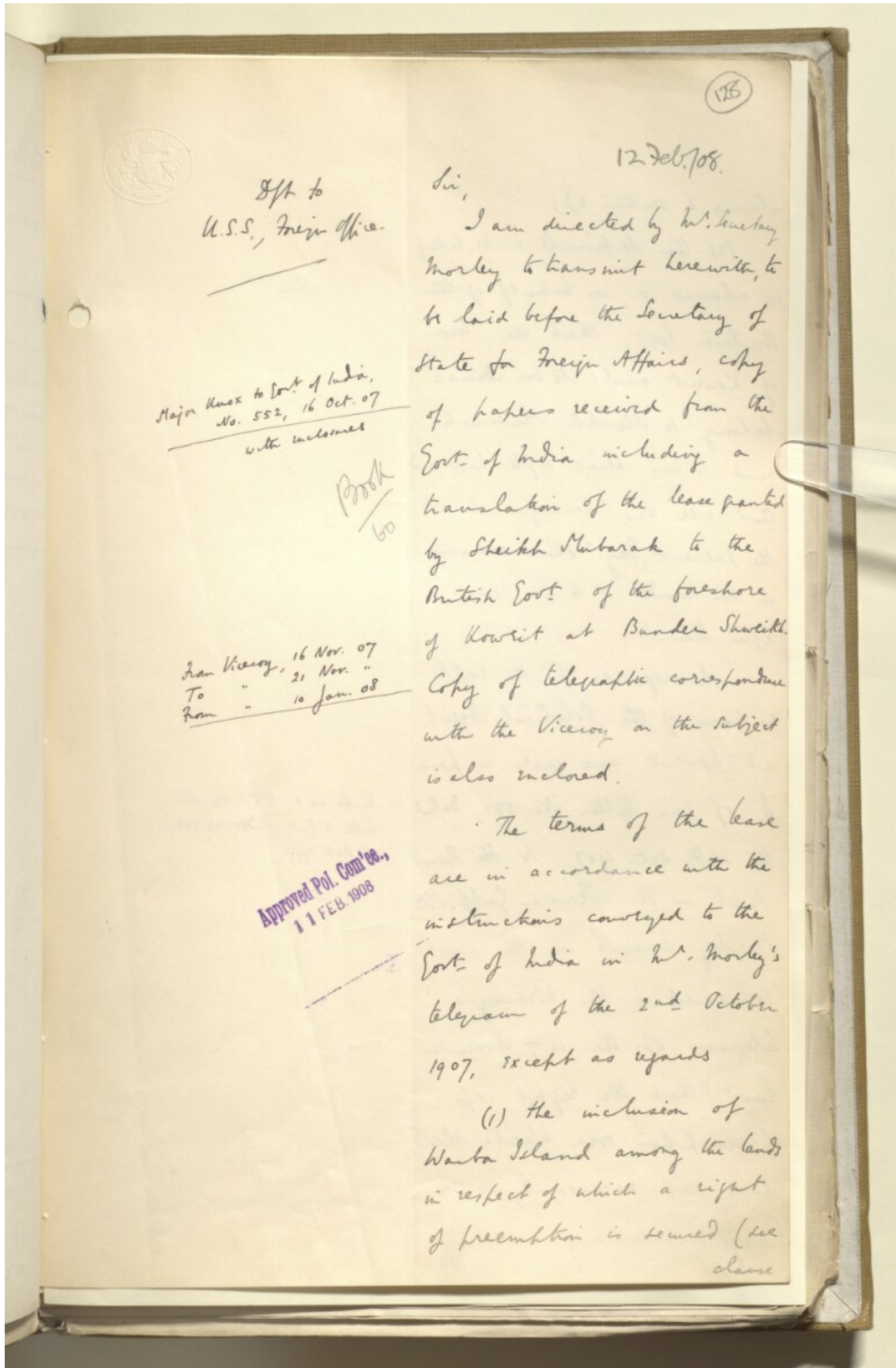


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٢٧ظ] (٢٩٤/١٢)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٢٨و] (٢٩٤/١٣)



(18)

12 Feb. 1908.

Si,

Sgt to
U.S.S. Foreign Office

Major Knox to Govt of India,
No. 552, 16 Oct. 07
with inclosure

Book
60

San Viceroy, 16 Nov. 07
To " 21 Nov. "
From " 10 Jan. 08

Approved Pol. Comtee.
11 FEB. 1908

I am directed by Mr. Secretary
Morley to transmit herewith, to
be laid before the Secretary of
State for Foreign Affairs, copy
of papers received from the
Govt of India including a
translation of the lease granted
by Sheikh Mubarak to the
British Govt of the foreshore
of Kuwait at Bander Shuweikh.
Copy of telegraphic correspondence
with the Viceroy on the subject
is also enclosed.

The terms of the lease
are in accordance with the
instructions conveyed to the
Govt of India in Mr. Morley's
telegram of the 2nd October
1907, except as regards

(1) the inclusion of
Warba Island among the lands
in respect of which a right
of preemption is secured (see
clause



clause 6, section 3);

(2) the definite undertaking
in clause 9, on behalf of the
British Govt, that the "town
of Kuwait and its boundaries"
belong to Sheikh Mubarak
and to his heirs after him, and
that all his "arrangements at
the present day" shall remain
in his hands & to his heirs
after him.

As regards (1) the expla-
nations of the Political Agent
at Kuwait are given in para.
6 of his letter No. 551, dated
the 16th Oct. 1907, to the Resi-
dent in the Persian Gulf. Mr
Morley concurs in the view
expressed in the Viceroy's
telegram of the 16th November
last that the right of
preemption over Warba Island
does not necessarily involve
any embarrassing consequences.
As

Encl. no 1. to Pol. Agent's
letter to Govt. of India, No. 552,
16 Oct. 1907.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٢٩و] (٢٩٤/١٥)

Sent to F.O. with Mr.
Campbell's letter of 25 Sept. 07.

See encls. to Govt of
India's Secret Letter
No. 35, 23 Feb. 1899

129
As regards the second point,
it will be seen from the Political
Agent's letter of the 21st Aug.
last that the words in question
are taken, not from the
draft Agreement, but from the
Sheikh's letter of the 21st
August 1907 relating to that
Agreement. The assurance now
given goes beyond such a
guarantee of internal
independence as was contemplated
in the telegrams from the Govt of
India dated the 27th August &
the 8th Sept. 1907, and extends
somewhat the scope of our
obligations to the Sheikh, which
at present are limited, so far
as formal agreements are
concerned, to assurances of
the good offices of the British
Govt towards him, his heirs
and successors, so long as the
conditions of the Agreement of
the 23rd January 1899 are



fulfilled.

In the circumstances, Mr. Morley agrees with the Govt. of India that it is not desirable to make a further reference on the point to Sheikh Mubarak. The promise of good offices made in 1899, read in conjunction with the assurance given in 1901 that H. M.'s Govt. would not tolerate an attack by Turkish troops or ships upon Kuwait, practically amounted to a guarantee to the Sheikh & his successors of the territory covered by the words "the town of Kuwait and its boundaries." Mr. Morley wd propose, subject to Sir E. Grey's concurrence, that the satisfaction of H. M.'s Govt. at the conclusion of the negotiations should be expressed to the Govt. of India.

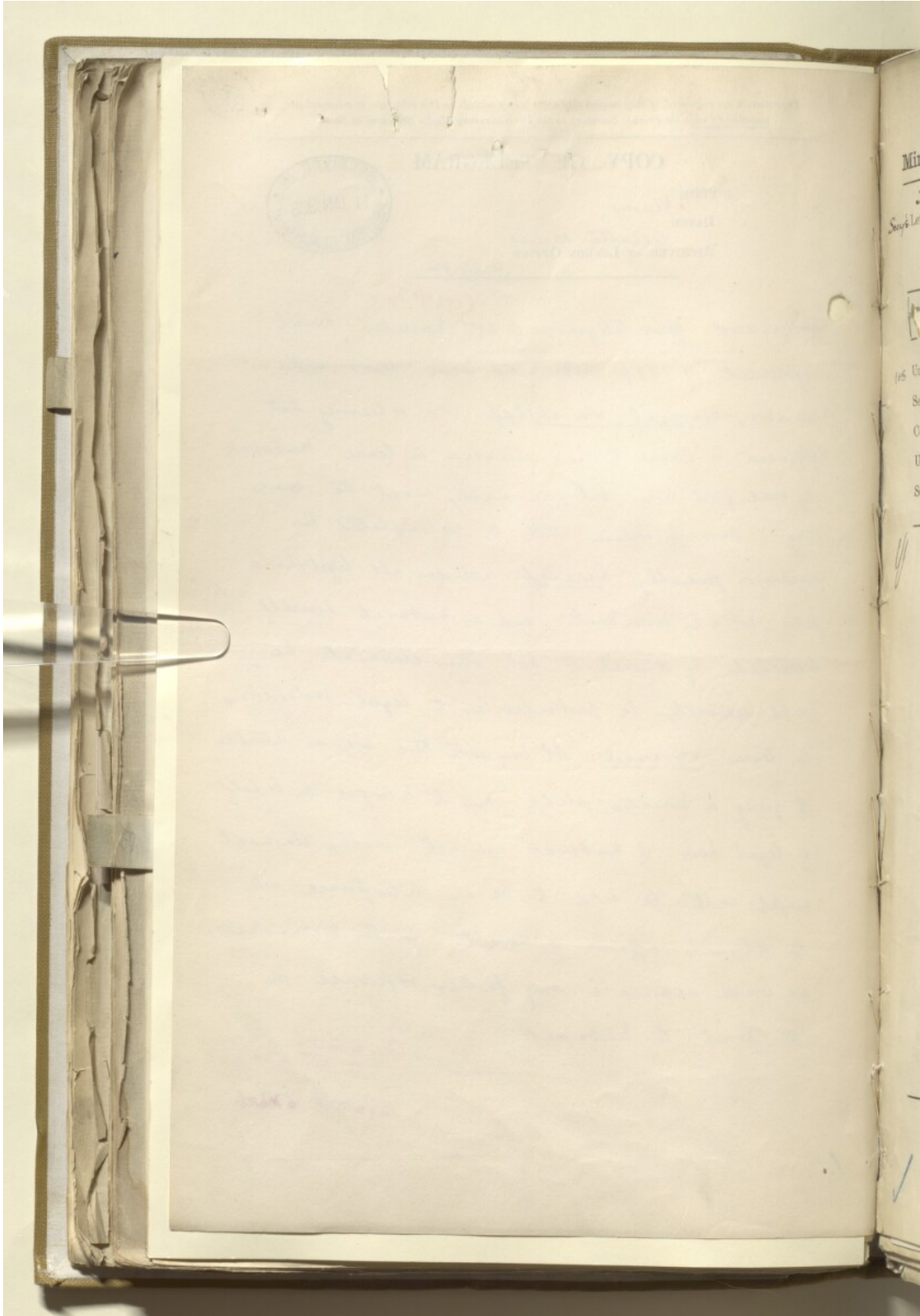
(SD) A. GODLEY.

W. M. J. E.
H. M. J. E.
S. D.

See let to V. Lang, 4 Dec. 01.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٣٠ ظ] (٢٩٤/١٨)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٣١] و [٢٩٤/١٩]

(131)

Register No. 1972-3

Minute Paper. Secret Department.

Telegram from Vicroy
Secy's Letter from India, no. 44 M

Dated 16 Nov. 31 Oct. 1907.
Rec. 18 Nov

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary	20 Nov	WV	Koweit.
Secretary of State	21	AP	Fore short. Text of lease signed by
Committee	Initials	initials	Ambarak, &c. Inclusion in lease of right of
Under Secretary			pre-emption to Warba Island can in no
Secretary of State			circumstances embarrass us, in opinion of Govt.
			of India. Major Knox's explanation.

Copy to 70 (see within)

Seen Pol. Comtee.
11 Feb 1908.
(with 174)

Except in the two points ^{discussed} raised
in the Draft, the Lease is in accordance
with the instructions in our telegram
of 2 October.

Clauses 1 to 8 ^{and 12} of the Lease
embodied, with the necessary modifications,
the terms of the Draft Agreement & Draft
Acceptance sent to the FO with our letter
of 25 Sept. Clauses 9, 10 & 11 given effect
to the Customs arrangements as outlined
in the Vicroy's telegram of 27 Aug, 8, 24 & 24
Sept, & our telegram of 25 Oct. But the

Previous Papers:—

1697. L. 1779. 2000.—10/1907.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٣١ ظ] (٢٩٤/٢٠)

provision in clause 9 is now, which states
that Kuwait belongs to Mubarak & his heirs, and
that all Mubarak's present engagements shall
continue in his hands & to his heirs after him.
The agreement of 1899 [Hagger's letter] gave only
an assurance of good offices to Mubarak, his
heirs & successors, so long as he & they observe
their part of the Agreement. The Agreement of
24 May 1900, as to the same topic, contained
no engagements on our part.

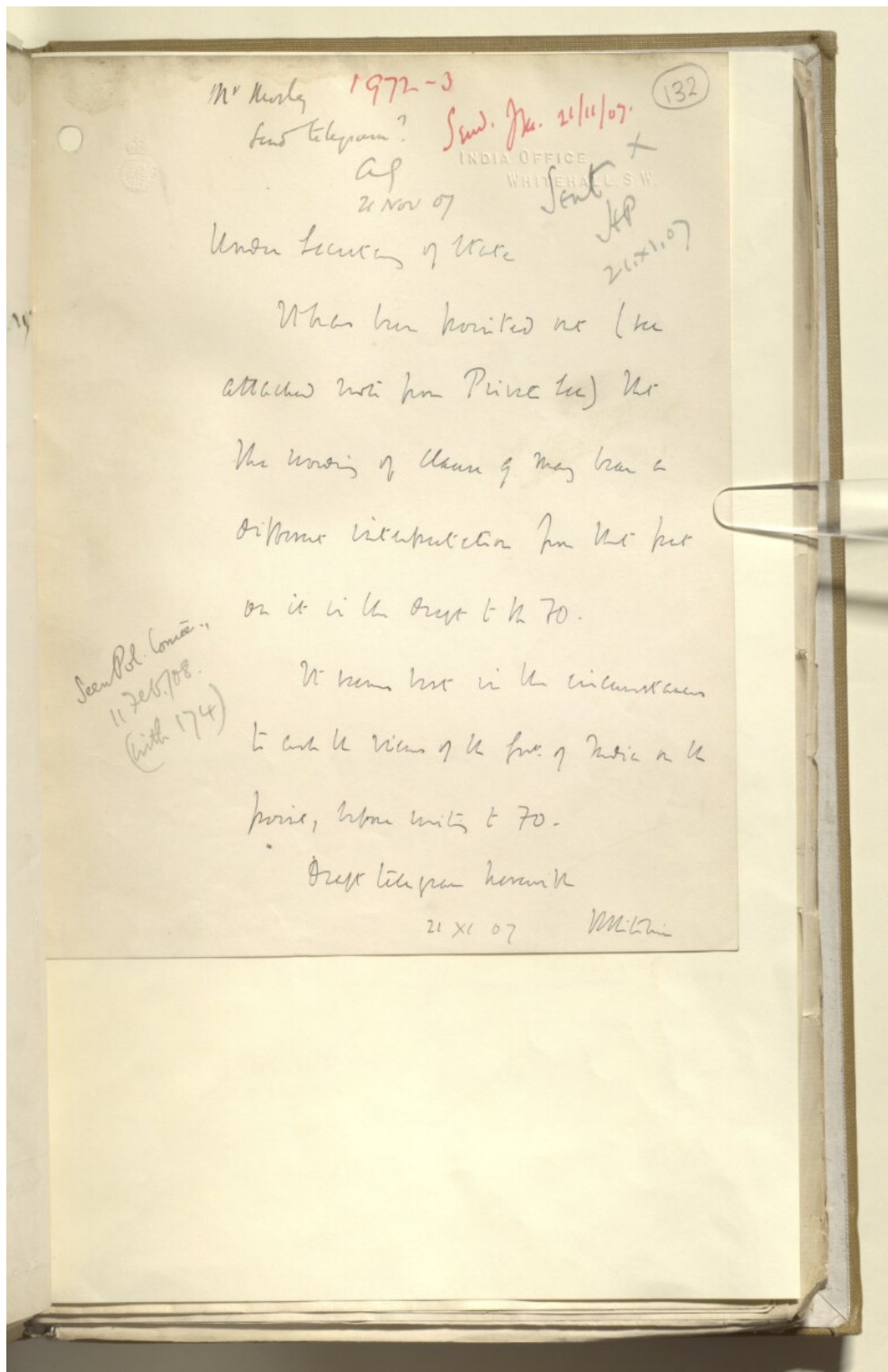
// As to the general status of Kuwait, attention
is invited to pages 14-16 of the annexed FO
Memorandum of Oct. '01. & telegram to Vicarary
of 4 Dec '01

(2505/01)

(4417/01)

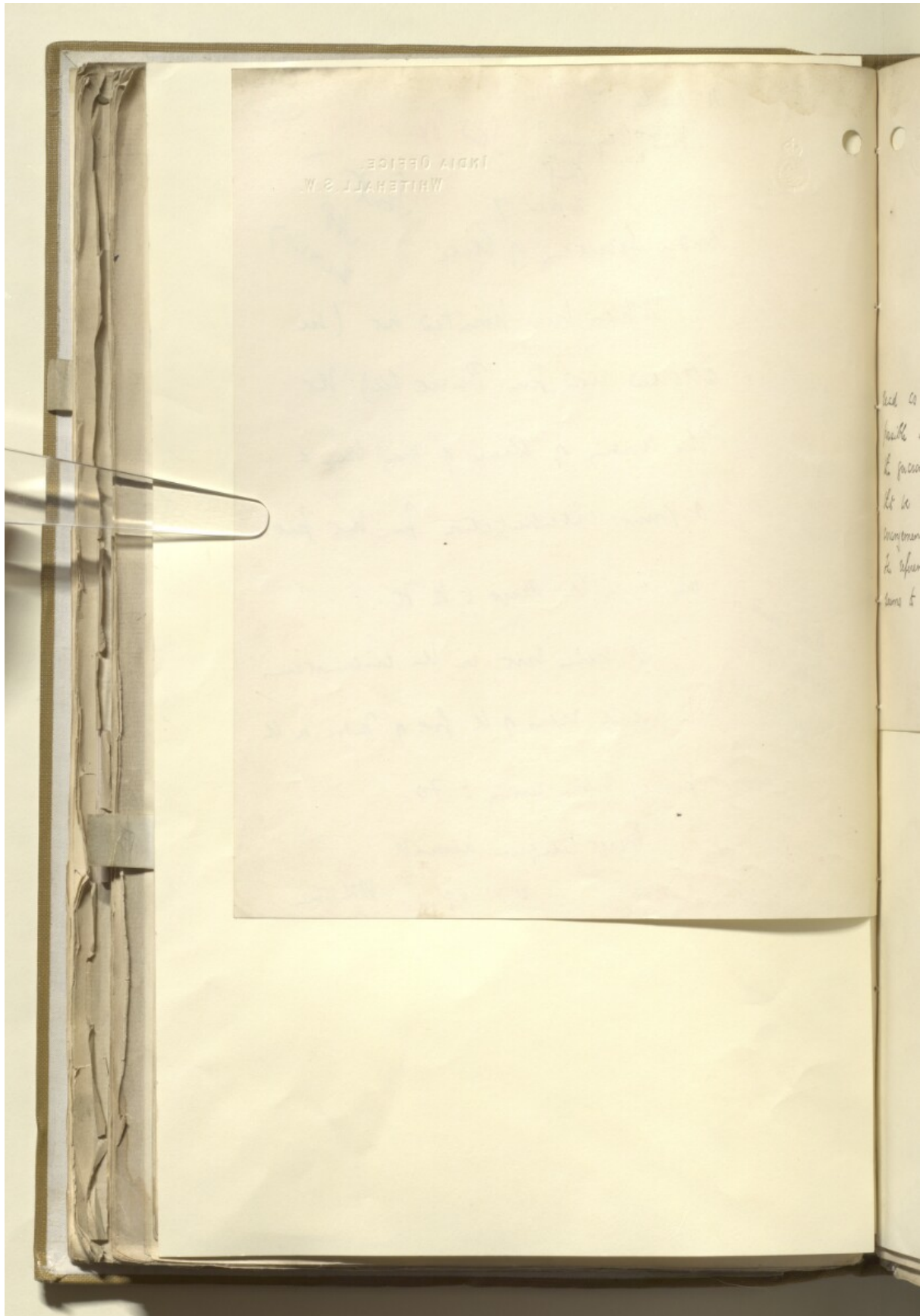


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٣٢و] (٢٩٤/٢١)



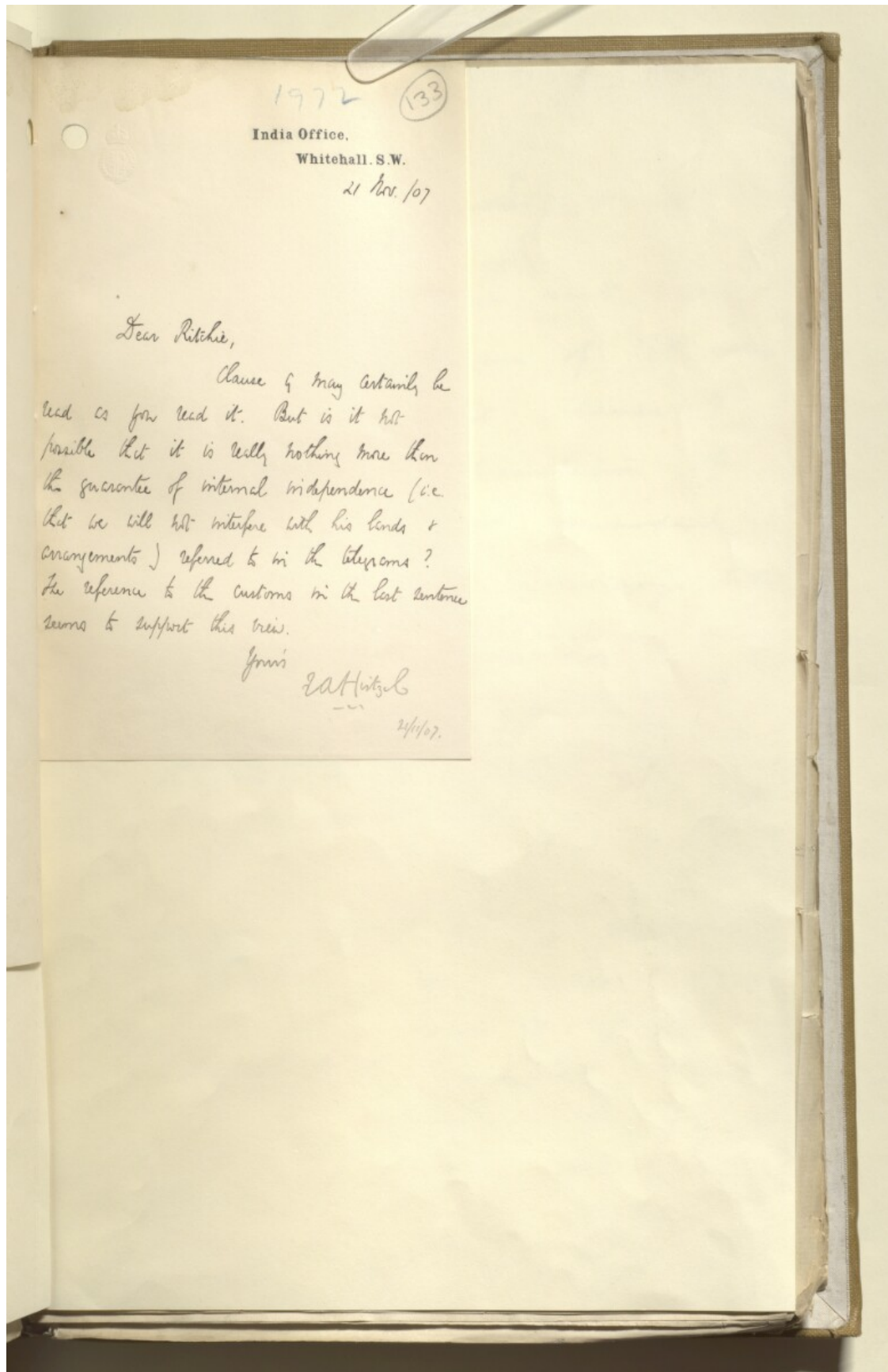


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٣٢ ظ] (٢٩٤/٢٢)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٣٣و] (٢٩٤/٢٣)



1972 (133)
India Office.

Whitehall, S.W.

21 Nov. 1907

Dear Ritchie,

Clause 4 may certainly be
read as you read it. But is it not
possible that it is really nothing more than
the guarantee of internal independence (i.e.
that we will not interfere with his lands &
arrangements) referred to in the telegram?
The reference to the customs in the last sentence
seems to support this view.

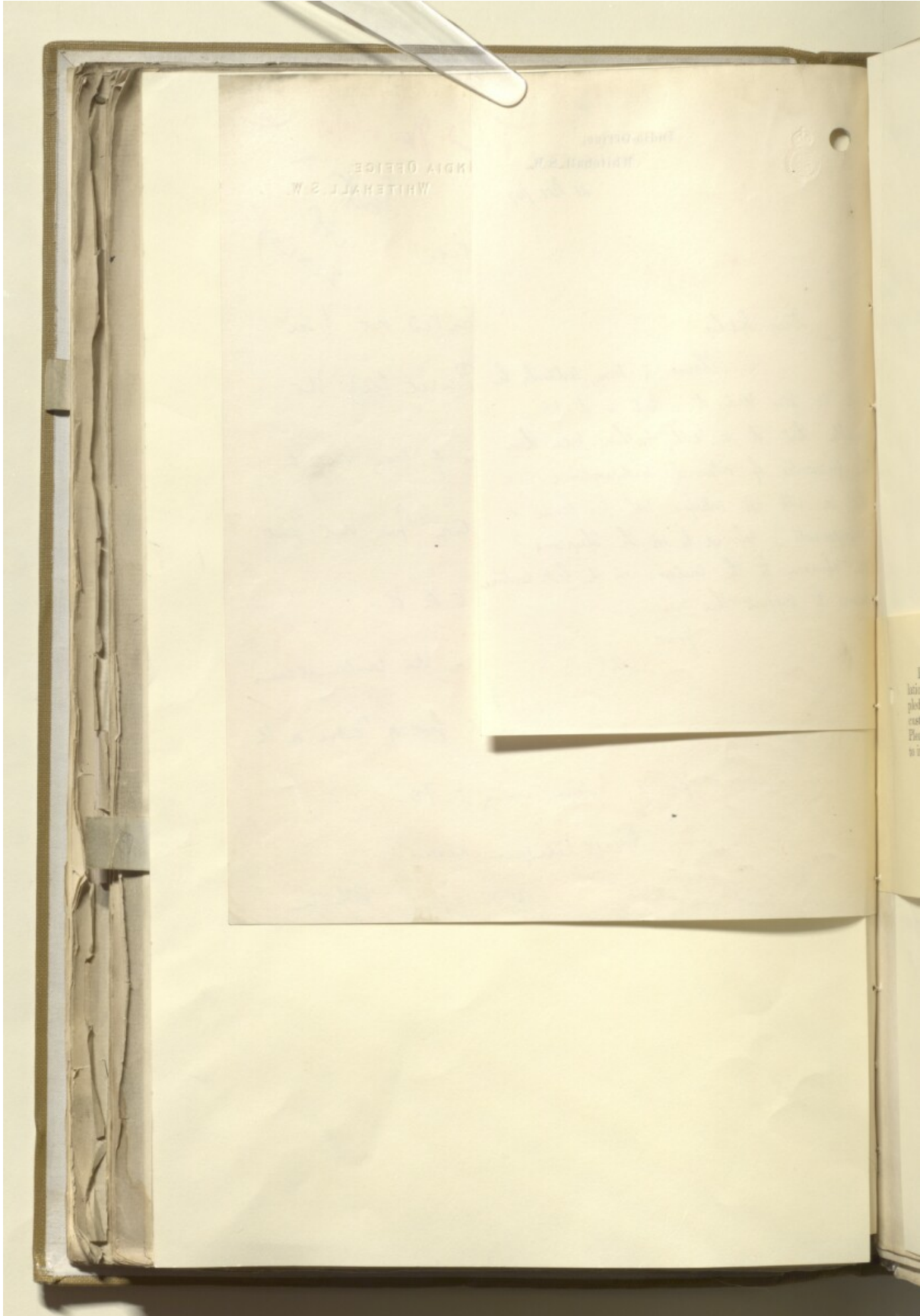
Yours

Ed. H. H. H.

24/1/07.

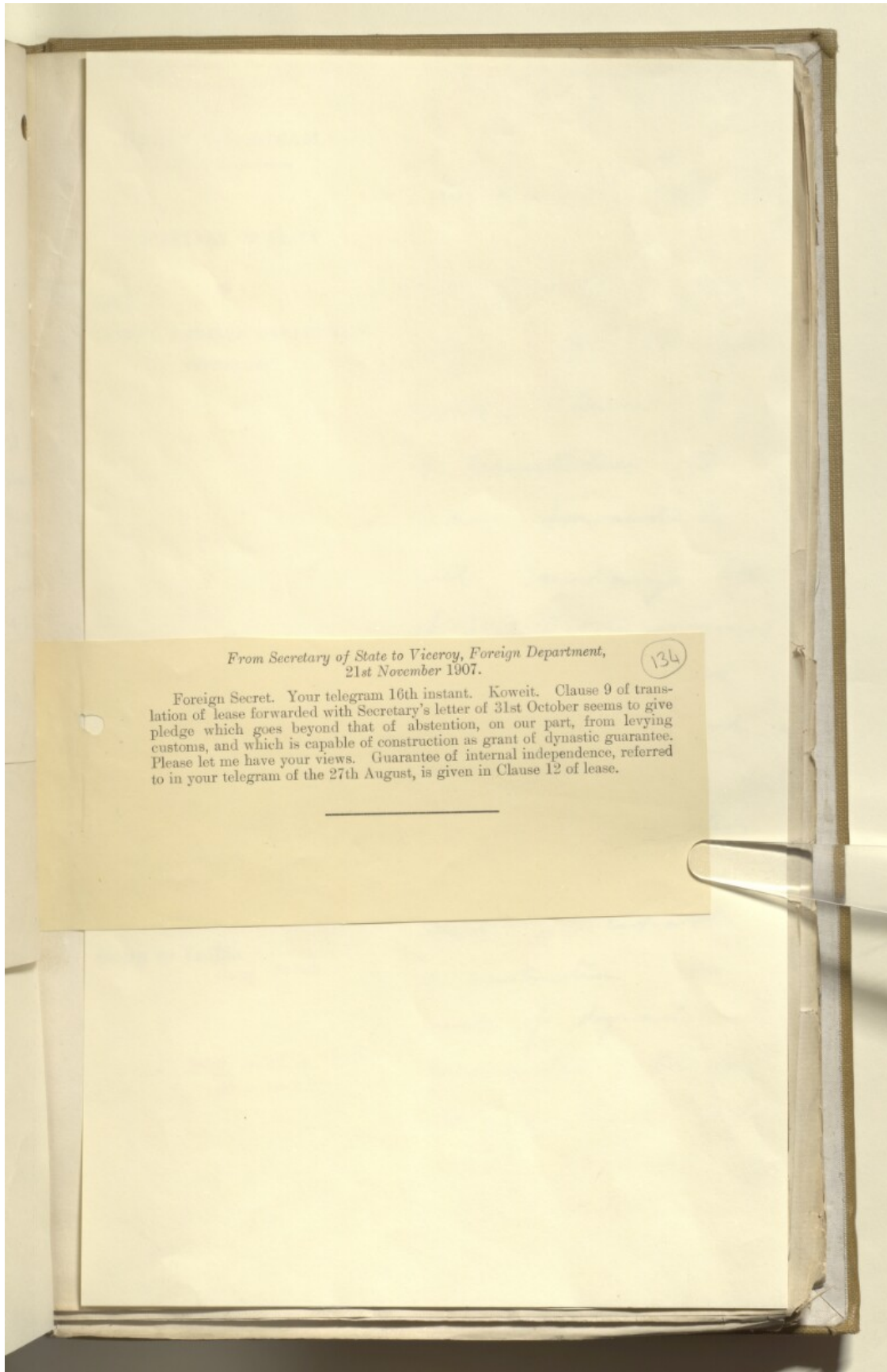


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٣٣ظ] (٢٩٤/٢٤)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٣٤و] (٢٩٤/٢٥)

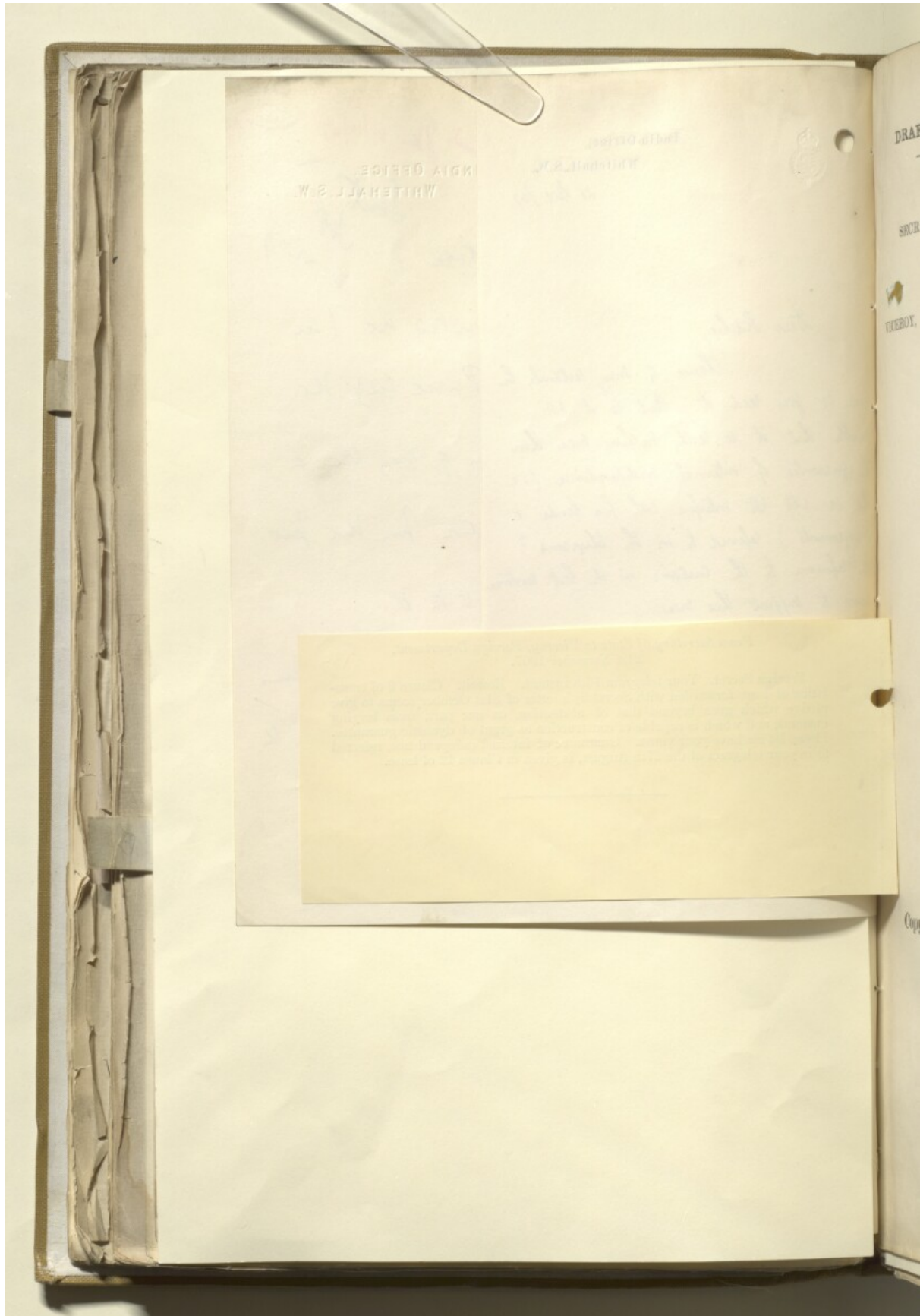


*From Secretary of State to Viceroy, Foreign Department,
21st November 1907.*

Foreign Secret. Your telegram 16th instant. Koweit. Clause 9 of translation of lease forwarded with Secretary's letter of 31st October seems to give pledge which goes beyond that of abstention, on our part, from levying customs, and which is capable of construction as grant of dynastic guarantee. Please let me have your views. Guarantee of internal independence, referred to in your telegram of the 27th August, is given in Clause 12 of lease.

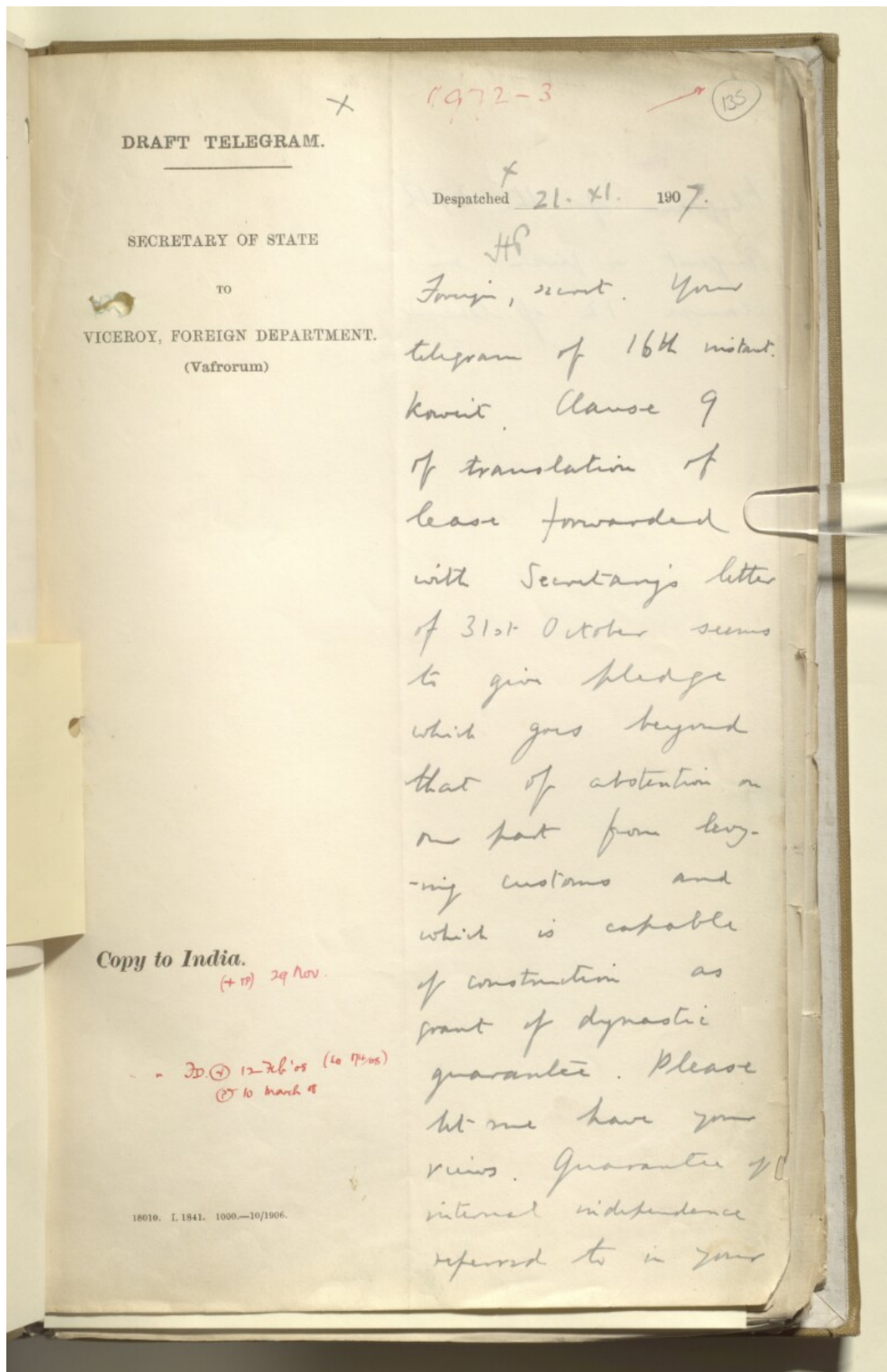


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٣٤ظ] (٢٩٤/٢٦)



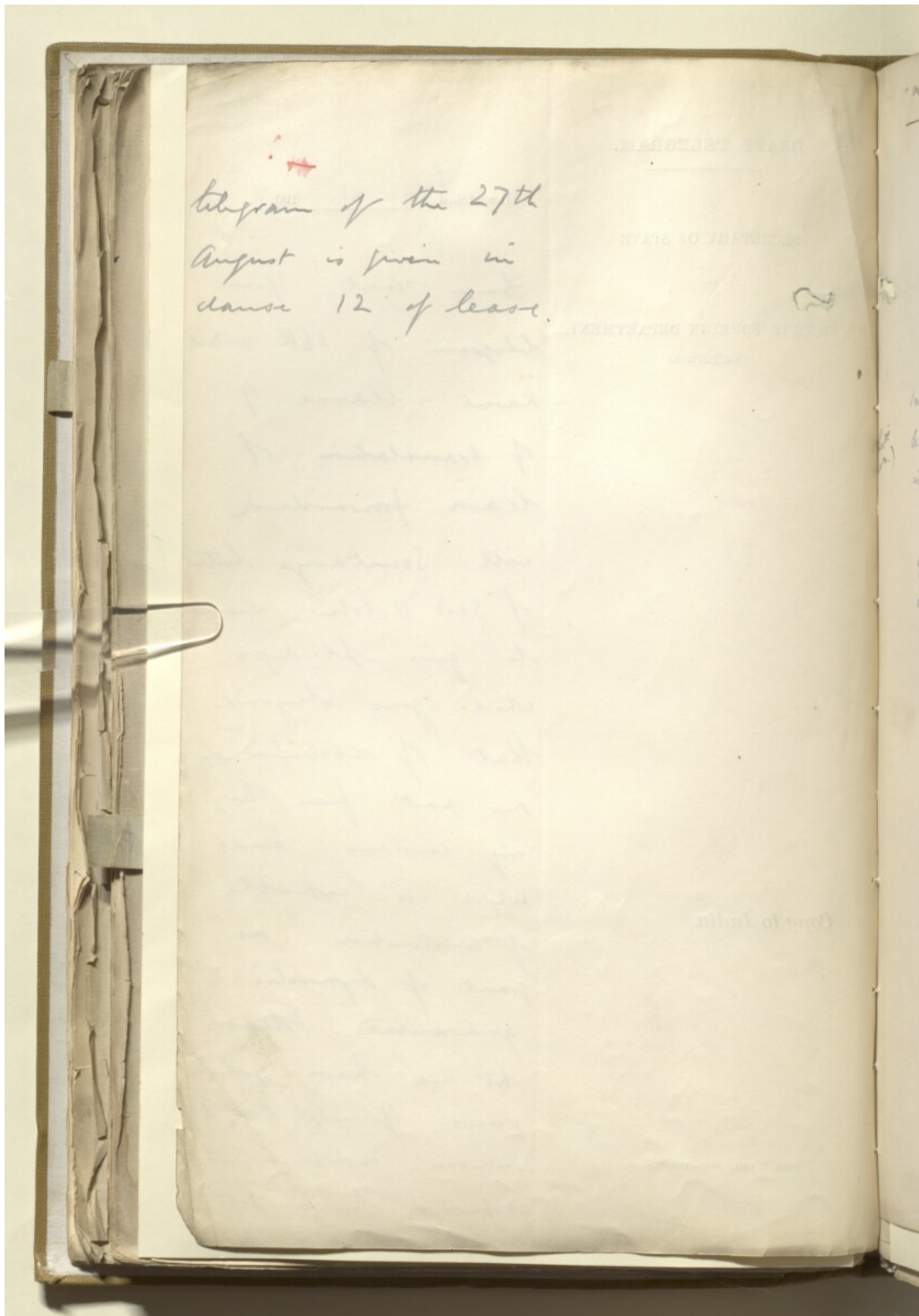


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي"
١٩٠٧. [١٣٥و] (٢٩٤/٢٧)



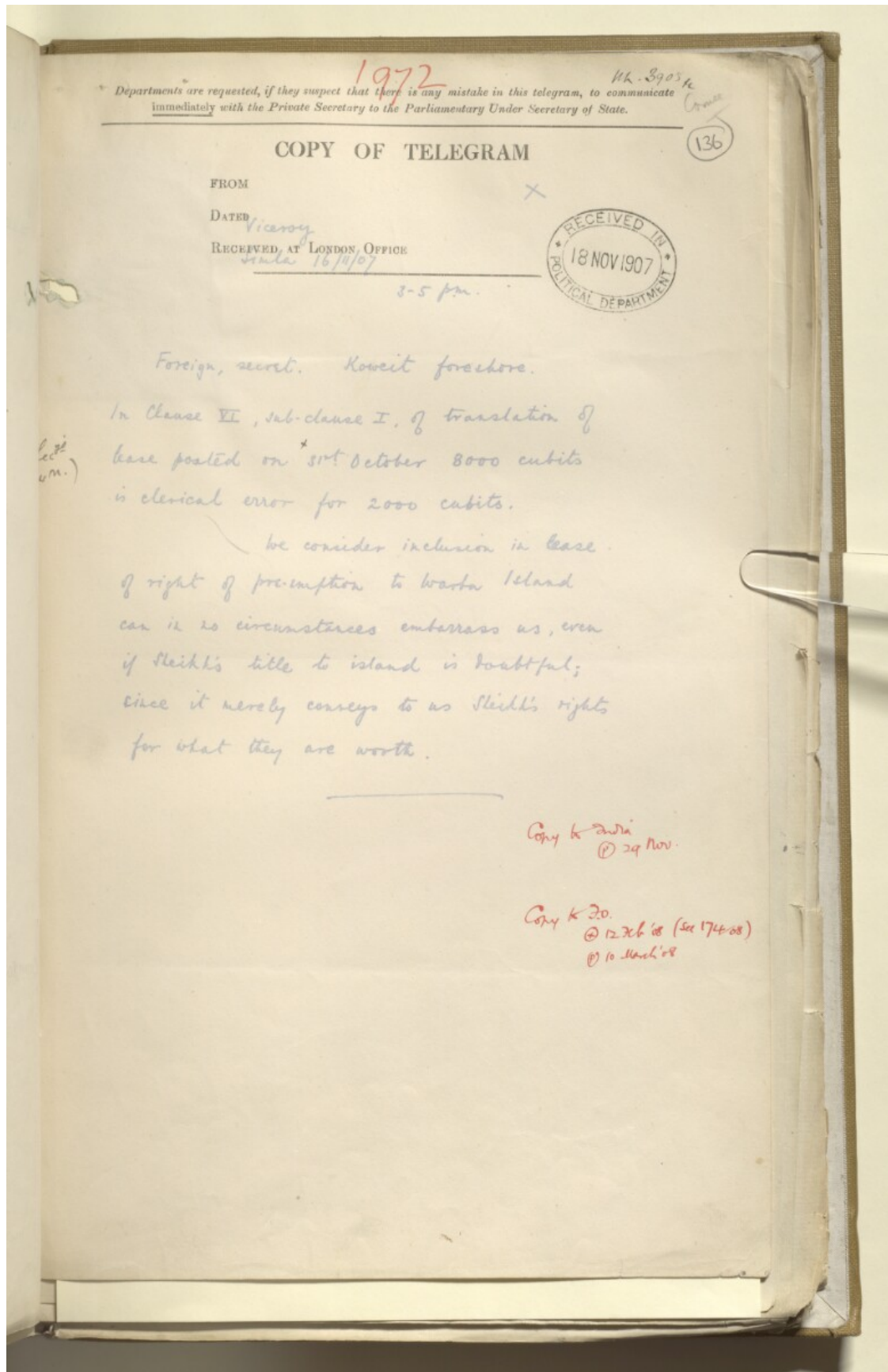


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٣٥ ظ] (٢٩٤/٢٨)



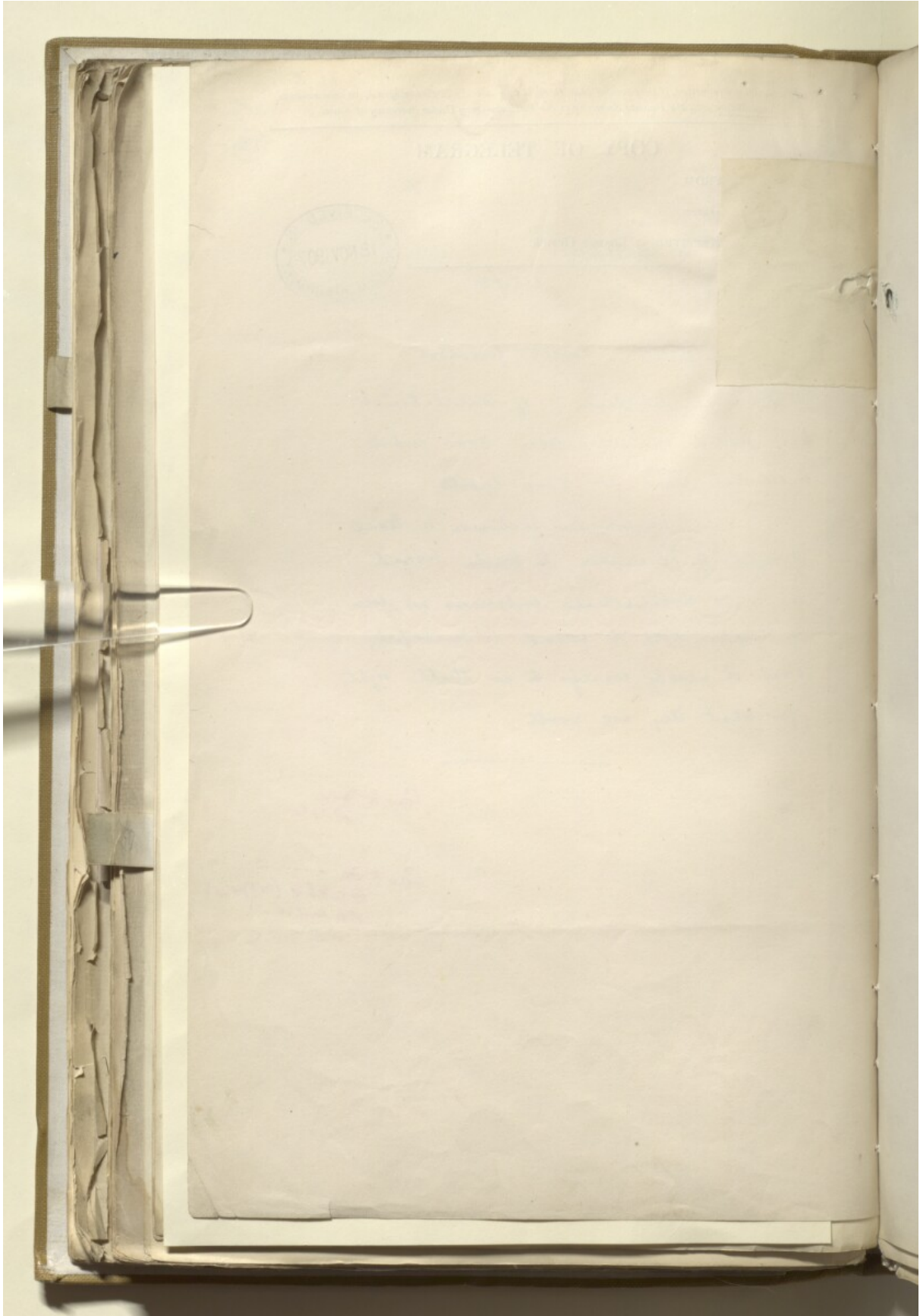


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٣٦و] (٢٩٤/٢٩)



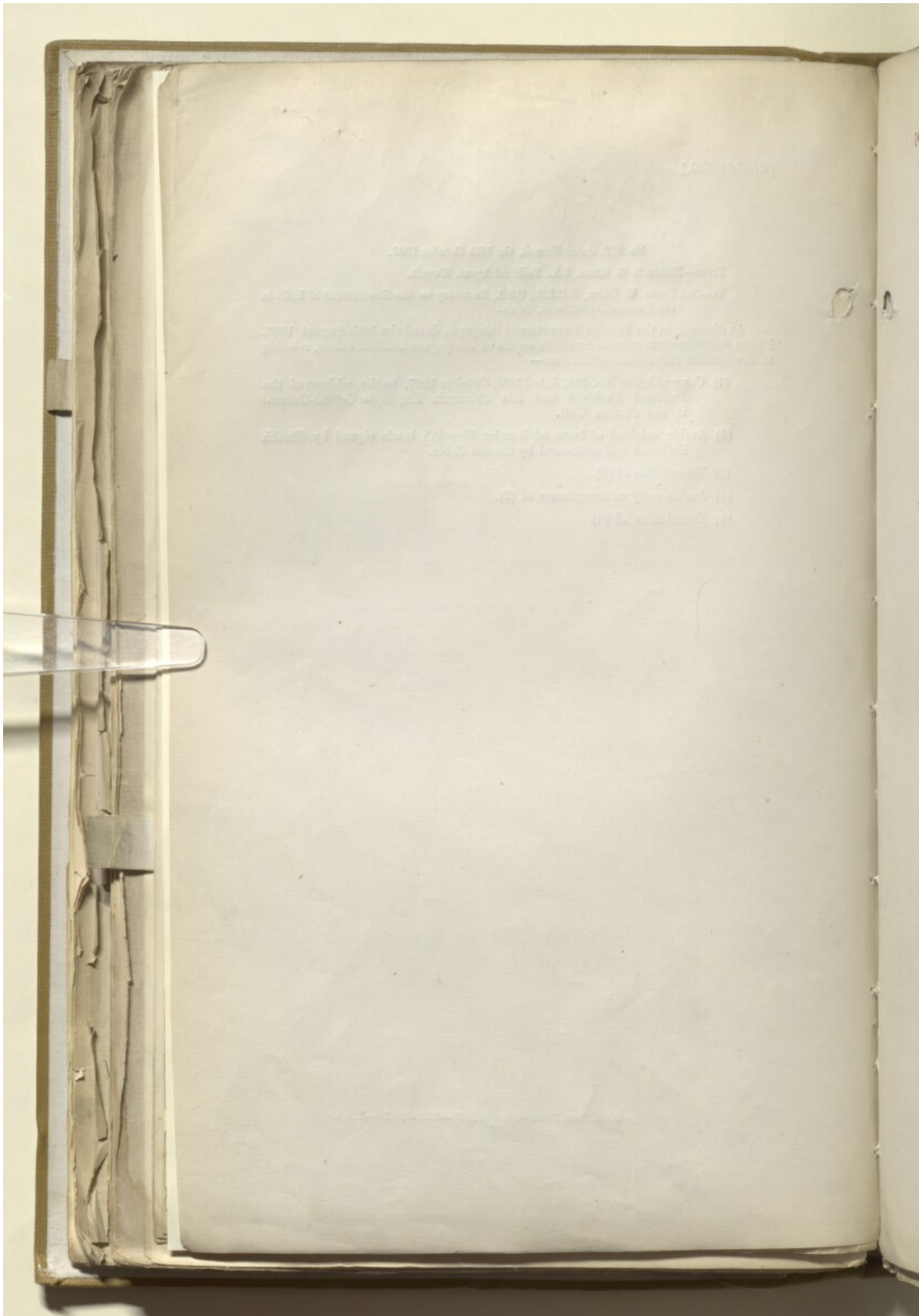


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٣٦ ظ] (٢٩٤/٣٠)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٣٧ ظ] (٢٩٤/٣٢)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٣٨] [٢٩٤/٣٣]

[Confidential.]

No. 551, dated Koweit, the 16th October 1907.

From—MAJOR S. G. KNOX, I.A., Political Agent, Koweit,

To—MAJOR P. Z. COX, I.A., C.I.E., Resident and His Britannic Majesty's Consul-General in the Persian Gulf, Bushire.

I have the honour to acknowledge the receipt of your office endorsement No. 2179 and of your First Assistant's letter No. 2180, dated the 9th October 1907, forwarding copies of Foreign Office telegrams addressed to Secretary of State, and dated, respectively, 24th September 1907 and 4th October 1907 and 8th October 1907, and the telegraphic reply from the Secretary of State, dated 2nd October 1907, on the subject of the negotiations for the lease of the Bunder Shweikh lands.

2. I have now the honour to report that the lease was duly signed in my presence by Sheikh Mubarak and witnessed by his son, Sheikh Jabir, and delivered to me on the evening of the 15th October. The Arabic original of the lease has been forwarded direct to the Foreign Secretary with translation and a copy of this letter, as directed in Foreign telegram, dated 15th August, to my address, forwarded under cover of your office confidential endorsement No. 1775, dated 17th August 1907.

3. A true copy of the lease has been retained by me in my personal custody for record, and I trust that by next mail I shall be able to forward a copy thereof to you. A translation accompanies this letter.

4. On the same evening, I signed the acceptance of the lease and delivered the original acceptance to Sheikh Mubarak. An Arabic copy of the acceptance, with translation, has been forwarded to the Foreign Secretary and an Arabic copy has been retained by me in my personal custody and a copy * will be forwarded to you by next mail. A translation accompanies this letter.

* Forwarded herewith.
S. G. KNOX.

5. I trust that the papers will be found in order except for the unfortunate addition, which I shall endeavour to account for in the following paragraph. The somewhat curious wording of the condition in clause 3 of the lease and acceptance, introduced in accordance with the directions contained in the Secretary of States's telegram of date 2nd October, was due to Sheikh Mubarak who seemed a little doubtful as to whether he was not committing himself to the lease for an annual rent of Rs. 60,000 of all the lands, mentioned anywhere in the agreement. If it has any special effect, it would seem to mean that, even should the British Government determine the lease, they would still retain their right to take the other lands on lease, in preference to other applicants.

6. At my first interview with Sheikh Mubarak on the morning of the 11th October, the full effect of the telegraphic comments on the Warba proposal had unaccountably escaped me, and I mentioned the concession as one of the additions to the agreement which His Majesty's Government wished inserted. The proposal was favourably received. On my return, I at once detected my error and found myself in the unpleasant dilemma of showing vacillation which might arouse suspicion or of doing more than I had been ordered to do. After giving the matter much anxious consideration, I decided that the latter was the preferable course and, in drafting, left the Warba concession rather vague. I trust that, as apparently the concession does not bind Government in this particular direction in any way, the oversight may be pardoned, while, at the same time, I venture to express my profound regret for the carelessness which gave rise to it.

7. Sheikh Mubarak, during one of my interviews with him, showed some anxiety about payment, and indeed, for one moment, I thought that he was going to insist on the first payment before he signed the agreement. I asked him how he would like it paid, and he expressed the wish that it should be paid in Bombay to his Agent Mohamed-us-Salim-us-Saderavi, Sitaram Building (H) Block, Bombay. I do not know if this man is a well known Bombay merchant, but he could be traced immediately by application to Messrs. McKinnon McKenzie & Co., Agents for the British India Company at Bombay. It would, I venture to think, be an advantage, if he could be paid the first year's rent with as little delay and formality as possible, and I would request that I may be favoured with information by telegraph of the payment that I may communicate the news to Sheikh Mubarak.

8. In conclusion, I have the honour to commend to your favourable notice the services of my Arab Moolla, Abdulla bin Abdul Ilahi, who has been of the greatest assistance to me in preparing the drafts of the lease and acceptance. The negotiations have now been proceeding for some months, and I have not heard the least whisper from outside of the negotiations which goes far to show that he has been absolutely faithful to the trust reposed in him. With

642 P. D.



the necessity for continued secrecy, it might be inconvenient to recommend him for a title or a medal. I would, therefore, recommend that an English letter acknowledging his services might be addressed to him by yourself, accompanied, if possible, by the sanction of one month's extra pay. I could meet this expenditure from Secret Service funds at my disposal. Could the letter and sanction reach me before the Id Ramthan, the gift on that day or on His Gracious Majesty's birthday would be especially graceful. I would see to it that there was no publicity.

Postscript to letter No. 551, dated the 16th October 1907, from Major S. G. Knox, I.A., Political Agent, Kuwait, to Major P. Z. Cox, C.I.E., I.A., Resident and His Britannic Majesty's Consul-General in the Persian Gulf, Bushire.

It may be useful to place on record that, when the agreements were exchanged, the Acceptance of the lease signed by me was read over by the Sheikh's Secretary, Abdul Aziz bin Salim bin Badar, to Sheikh Jabir bin Mubarak, who before affixing his seal in witness to his father's seal, verbally approved the agreement, and asked if the agreement to which his seal was being affixed, i.e., the lease, corresponded with the one that had been read over to him. He was informed that it did, *mutatis mutandis*.

The Sheikh turned to his son and said that everything that suited the British Government suited him. To this Jabir agreed, only adding, rather ungraciously at such a moment, "provided that they do not do anything to injure Kuwait interests." He followed this up however with "But we shall certainly not allow anyone else to interfere."

[*Secret and Confidential.*]

Translation of lease of the Sheikh's lands.

In the name of God, the Exalted !

This agreement is from me, Sheikh Mubarak-us-Subah, ruler of Kuwait, on behalf of myself and on behalf of my heirs after me, to Major S. G. Knox, Political Agent of the precious Imperial English Government in Kuwait, on behalf of the precious Imperial English Government. The reason of writing this paper is that I, Sheikh Mubarak-us-Subah, the ruler of Kuwait, have, on behalf of myself and on behalf of my heirs after me, leased in perpetuity to the precious Imperial English Government the land, of which the boundaries are detailed below and south of Bundar Shweikh :-

Firstly.—The boundary of the land on the north-west shall be 7,500 cubits in length in a straight line and situated in it the coal-house which I, Sheikh Mubarak-us-Subah, have constructed in these days in the aforesaid land and the straight line shall march, as far as possible, corresponding with the sea-line but, apart from these two conditions, it shall be lawful to Major S. G. Knox, Political Agent, Kuwait, or to any other person, duly authorised on behalf of the precious Imperial English Government, to draw this direct north-western boundary at their choice and pleasure, and such boundary shall be accepted by me, Sheikh Mubarak-us-Subah, ruler of Kuwait, on behalf of myself and on behalf of my heirs after me.

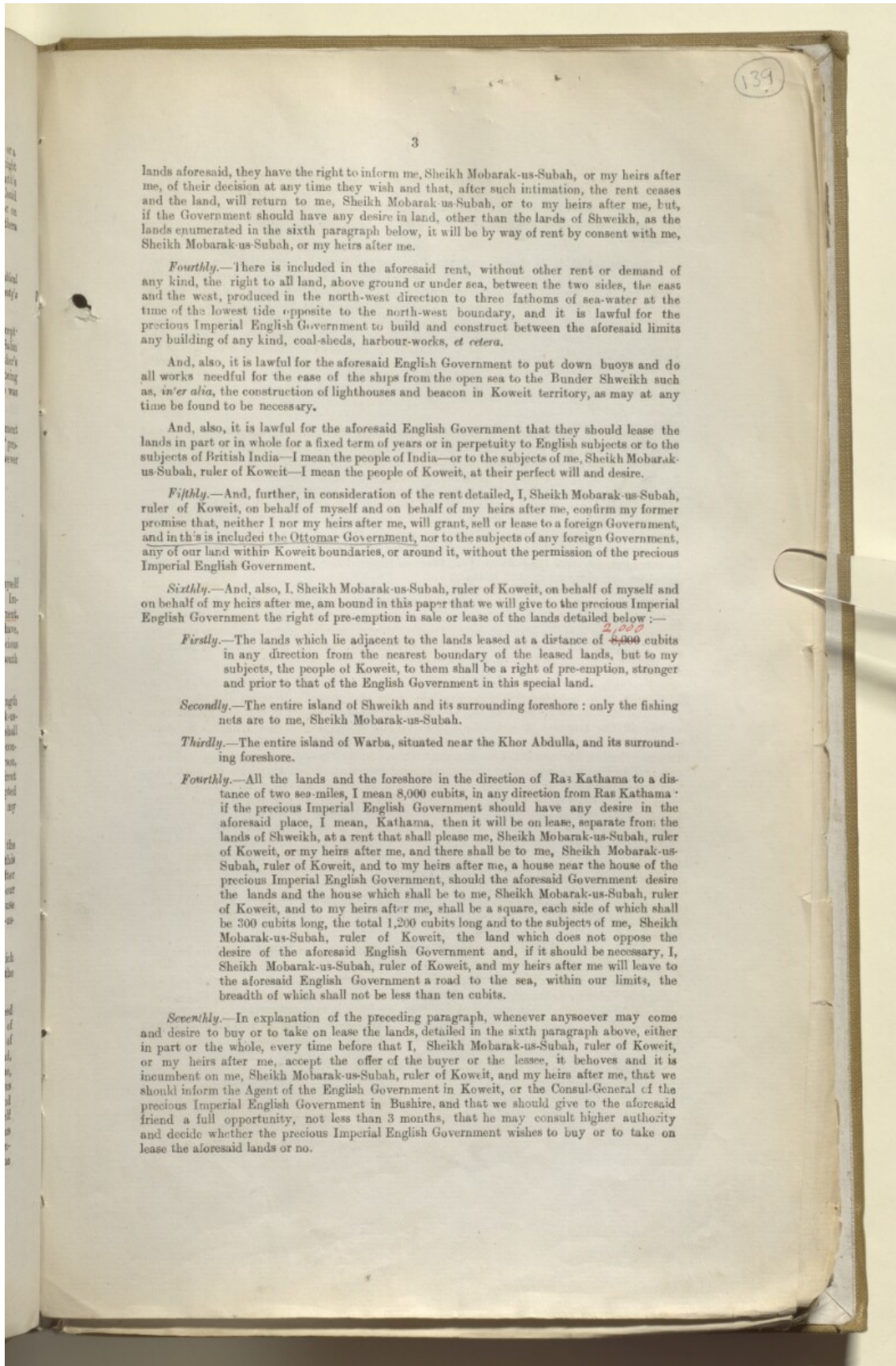
And, secondly, the eastern side and the western side shall be each 600 cubits long and the southern side shall be 7,500 cubits long, and the whole land shall be rectangular : and of this land, there shall be to me, Sheikh Mubarak-us-Subah, ruler of Kuwait, and to my heirs after me, of it a plot, on the north-west side of which shall be the coal-house aforesaid, the four sides of which plot shall be each 300 cubits long apart from the dimensions of the coal-house and opposite this plot of ground to the north-west shall belong to me, Sheikh Mubarak-us-Subah, ruler of Kuwait, and to my heirs after me.

Secondly.—The rent of the land aforesaid shall be counted at Rs. 4 per cubit yearly which shall flow from the day that this paper, duly agreed, signed and sealed, shall pass between the hands of the two parties and the rent shall be paid yearly in advance.

Thirdly.—In explanation of the preceding paragraph, the aforesaid lands are embraced by one line, the length of which is 16,200 cubits. Exclusive of the dimensions of the plot of ground of 1,200 cubits, reserved by this agreement to me, Sheikh Mubarak-us-Subah, ruler of Kuwait, and to my heirs after me, the remainder is 15,000 cubits and the rent of the land, according to this line, amounts to Rs. 60,000, which shall be paid yearly in advance to me, Sheikh Mubarak-us-Subah, ruler of Kuwait, and to my heirs after me, as long as the precious Imperial English Government desires the lands aforesaid. But it is clearly understood and agreed upon between me, Sheikh Mubarak-us-Subah, ruler of Kuwait, on behalf of myself and on behalf of my heirs after me, and Major S. G. Knox, Political Agent of the precious Imperial English Government in Kuwait, on behalf of the precious Imperial English Government, that should the precious Imperial English Government no longer desire to lease the

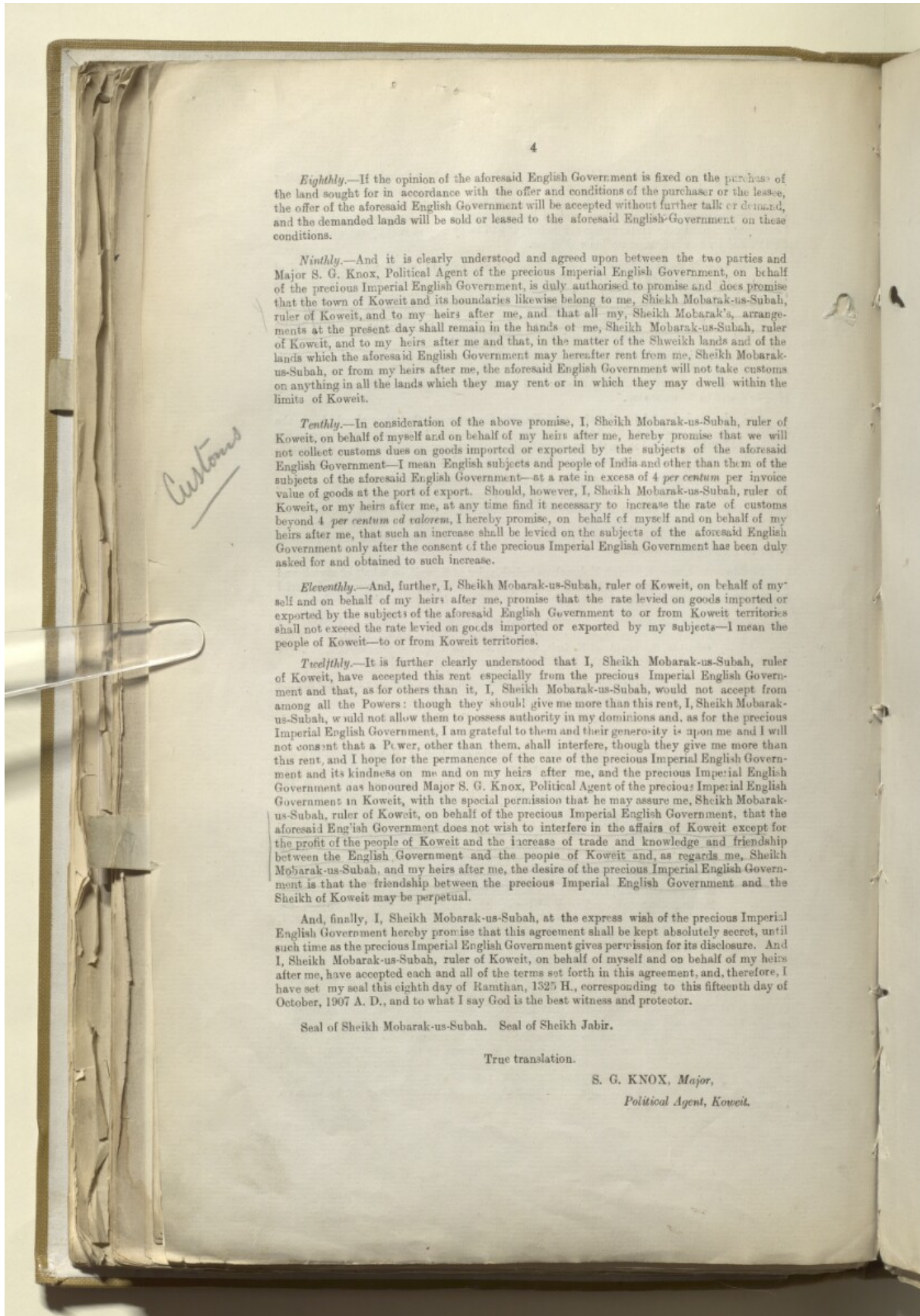


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويع. قضية صدر الشاطي"
١٩٠٧. [١٣٩و] (٢٩٤/٣٥)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي"
١٩٠٧. " [١٣٩ ظ] (٢٩٤/٣٦)



4
Eighthly.—If the opinion of the aforesaid English Government is fixed on the purchase of the land sought for in accordance with the offer and conditions of the purchaser or the leasee, the offer of the aforesaid English Government will be accepted without further talk or demand, and the demanded lands will be sold or leased to the aforesaid English Government on these conditions.

Ninthly.—And it is clearly understood and agreed upon between the two parties and Major S. G. Knox, Political Agent of the precious Imperial English Government, on behalf of the precious Imperial English Government, is duly authorised to promise and does promise that the town of Koweit and its boundaries likewise belong to me, Sheikh Mobarak-us-Subah, ruler of Koweit, and to my heirs after me, and that all my, Sheikh Mobarak's, arrangements at the present day shall remain in the hands of me, Sheikh Mobarak-us-Subah, ruler of Koweit, and to my heirs after me and that, in the matter of the Shweikh lands and of the lands which the aforesaid English Government may hereafter rent from me, Sheikh Mobarak-us-Subah, or from my heirs after me, the aforesaid English Government will not take customs on anything in all the lands which they may rent or in which they may dwell within the limits of Koweit.

Tenthly.—In consideration of the above promise, I, Sheikh Mobarak-us-Subah, ruler of Koweit, on behalf of myself and on behalf of my heirs after me, hereby promise that we will not collect customs dues on goods imported or exported by the subjects of the aforesaid English Government—I mean English subjects and people of India and other than them of the subjects of the aforesaid English Government—at a rate in excess of 4 per centum per invoice value of goods at the port of export. Should, however, I, Sheikh Mobarak-us-Subah, ruler of Koweit, or my heirs after me, at any time find it necessary to increase the rate of customs beyond 4 per centum *ad valorem*, I hereby promise, on behalf of myself and on behalf of my heirs after me, that such an increase shall be levied on the subjects of the aforesaid English Government only after the consent of the precious Imperial English Government has been duly asked for and obtained to such increase.

Eleventhly.—And, further, I, Sheikh Mobarak-us-Subah, ruler of Koweit, on behalf of myself and on behalf of my heirs after me, promise that the rate levied on goods imported or exported by the subjects of the aforesaid English Government to or from Koweit territories shall not exceed the rate levied on goods imported or exported by my subjects—I mean the people of Koweit—to or from Koweit territories.

Twelfthly.—It is further clearly understood that I, Sheikh Mobarak-us-Subah, ruler of Koweit, have accepted this rent especially from the precious Imperial English Government and that, as for others than it, I, Sheikh Mobarak-us-Subah, would not accept from among all the Powers: though they should give me more than this rent, I, Sheikh Mobarak-us-Subah, would not allow them to possess authority in my dominions and, as for the precious Imperial English Government, I am grateful to them and their generosity is upon me and I will not consent that a Power, other than them, shall interfere, though they give me more than this rent, and I hope for the permanence of the care of the precious Imperial English Government and its kindness on me and on my heirs after me, and the precious Imperial English Government has honoured Major S. G. Knox, Political Agent of the precious Imperial English Government in Koweit, with the special permission that he may assure me, Sheikh Mobarak-us-Subah, ruler of Koweit, on behalf of the precious Imperial English Government, that the aforesaid English Government does not wish to interfere in the affairs of Koweit except for the profit of the people of Koweit and the increase of trade and knowledge and friendship between the English Government and the people of Koweit and, as regards me, Sheikh Mobarak-us-Subah, and my heirs after me, the desire of the precious Imperial English Government is that the friendship between the precious Imperial English Government and the Sheikh of Koweit may be perpetual.

And, finally, I, Sheikh Mobarak-us-Subah, at the express wish of the precious Imperial English Government hereby promise that this agreement shall be kept absolutely secret, until such time as the precious Imperial English Government gives permission for its disclosure. And I, Sheikh Mobarak-us-Subah, ruler of Koweit, on behalf of myself and on behalf of my heirs after me, have accepted each and all of the terms set forth in this agreement, and, therefore, I have set my seal this eighth day of Ramthan, 1325 H., corresponding to this fifteenth day of October, 1907 A. D., and to what I say God is the best witness and protector.

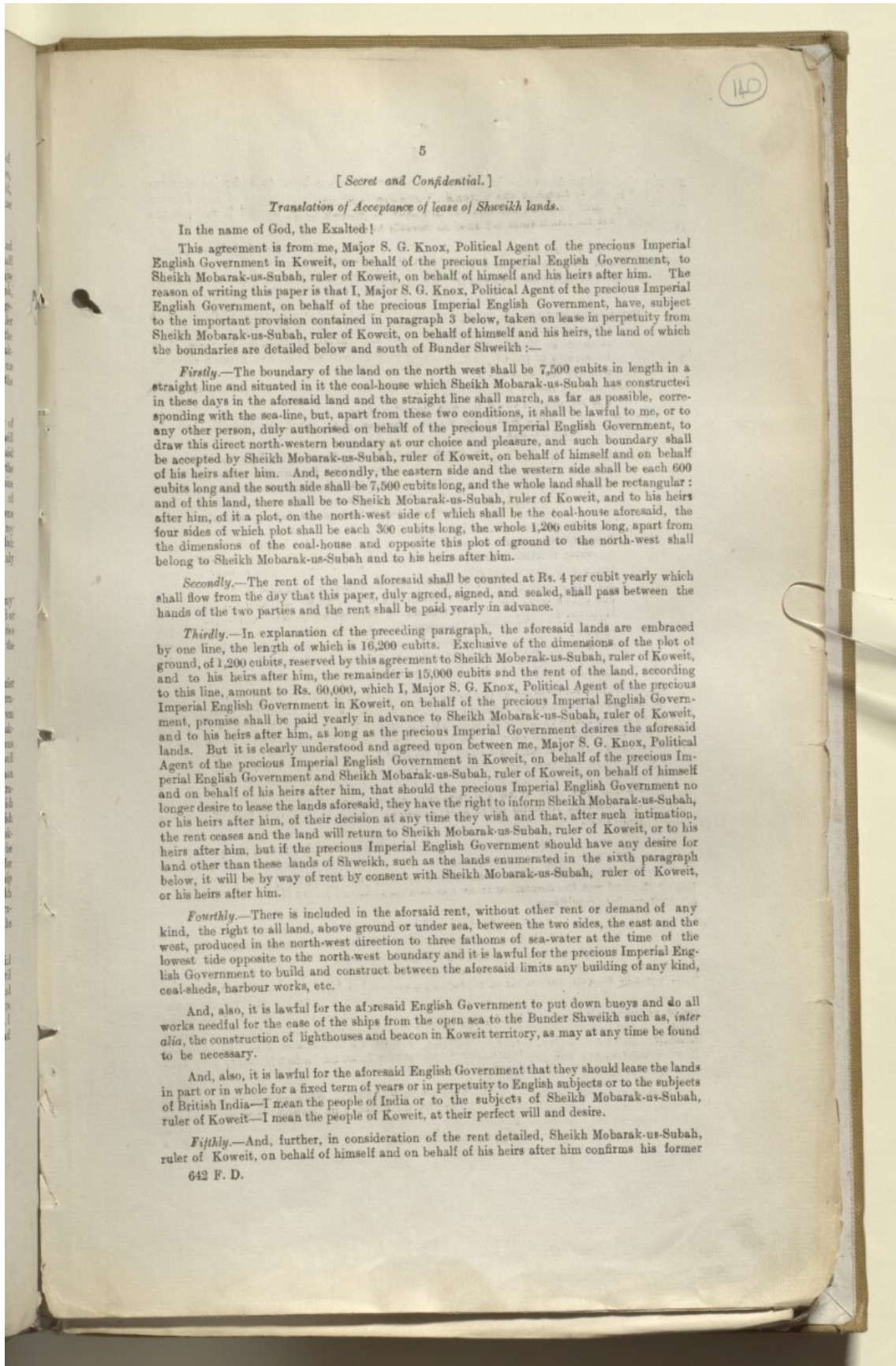
Seal of Sheikh Mobarak-us-Subah. Seal of Sheikh Jabir.

True translation.

S. G. KNOX, Major,
Political Agent, Koweit.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويع. قضية صدر الشاطي"
١٩٠٧. [١٤٠] [٢٩٤/٣٧]



5

[Secret and Confidential.]

Translation of Acceptance of lease of Shweikh lands.

In the name of God, the Exalted!

This agreement is from me, Major S. G. Knox, Political Agent of the precious Imperial English Government in Koweit, on behalf of the precious Imperial English Government, to Sheikh Mobarak-us-Subah, ruler of Koweit, on behalf of himself and his heirs after him. The reason of writing this paper is that I, Major S. G. Knox, Political Agent of the precious Imperial English Government, on behalf of the precious Imperial English Government, have, subject to the important provision contained in paragraph 3 below, taken on lease in perpetuity from Sheikh Mobarak-us-Subah, ruler of Koweit, on behalf of himself and his heirs, the land of which the boundaries are detailed below and south of Bunder Shweikh:—

Firstly.—The boundary of the land on the north west shall be 7,500 cubits in length in a straight line and situated in it the coal-house which Sheikh Mobarak-us-Subah has constructed in these days in the aforesaid land and the straight line shall march, as far as possible, corresponding with the sea-line, but, apart from these two conditions, it shall be lawful to me, or to any other person, duly authorised on behalf of the precious Imperial English Government, to draw this direct north-western boundary at our choice and pleasure, and such boundary shall be accepted by Sheikh Mobarak-us-Subah, ruler of Koweit, on behalf of himself and on behalf of his heirs after him. And, secondly, the eastern side and the western side shall be each 600 cubits long and the south side shall be 7,500 cubits long, and the whole land shall be rectangular: and of this land, there shall be to Sheikh Mobarak-us-Subah, ruler of Koweit, and to his heirs after him, of it a plot, on the north-west side of which shall be the coal-house aforesaid, the four sides of which plot shall be each 300 cubits long, the whole 1,200 cubits long, apart from the dimensions of the coal-house and opposite this plot of ground to the north-west shall belong to Sheikh Mobarak-us-Subah and to his heirs after him.

Secondly.—The rent of the land aforesaid shall be counted at Rs. 4 per cubit yearly which shall flow from the day that this paper, duly agreed, signed, and sealed, shall pass between the hands of the two parties and the rent shall be paid yearly in advance.

Thirdly.—In explanation of the preceding paragraph, the aforesaid lands are embraced by one line, the length of which is 16,200 cubits. Exclusive of the dimensions of the plot of ground, of 1,200 cubits, reserved by this agreement to Sheikh Mobarak-us-Subah, ruler of Koweit, and to his heirs after him, the remainder is 15,000 cubits and the rent of the land, according to this line, amount to Rs. 60,000, which I, Major S. G. Knox, Political Agent of the precious Imperial English Government in Koweit, on behalf of the precious Imperial English Government, promise shall be paid yearly in advance to Sheikh Mobarak-us-Subah, ruler of Koweit, and to his heirs after him, as long as the precious Imperial Government desires the aforesaid lands. But it is clearly understood and agreed upon between me, Major S. G. Knox, Political Agent of the precious Imperial English Government in Koweit, on behalf of the precious Imperial English Government and Sheikh Mobarak-us-Subah, ruler of Koweit, on behalf of himself and on behalf of his heirs after him, that should the precious Imperial English Government no longer desire to lease the lands aforesaid, they have the right to inform Sheikh Mobarak-us-Subah, or his heirs after him, of their decision at any time they wish and that, after such intimation, the rent ceases and the land will return to Sheikh Mobarak-us-Subah, ruler of Koweit, or to his heirs after him, but if the precious Imperial English Government should have any desire for land other than these lands of Shweikh, such as the lands enumerated in the sixth paragraph below, it will be by way of rent by consent with Sheikh Mobarak-us-Subah, ruler of Koweit, or his heirs after him.

Fourthly.—There is included in the aforesaid rent, without other rent or demand of any kind, the right to all land, above ground or under sea, between the two sides, the east and the west, produced in the north-west direction to three fathoms of sea-water at the time of the lowest tide opposite to the north-west boundary and it is lawful for the precious Imperial English Government to build and construct between the aforesaid limits any building of any kind, coal-sheds, harbour works, etc.

And, also, it is lawful for the aforesaid English Government to put down buoys and do all works needful for the case of the ships from the open sea to the Bunder Shweikh such as, *inter alia*, the construction of lighthouses and beacon in Koweit territory, as may at any time be found to be necessary.

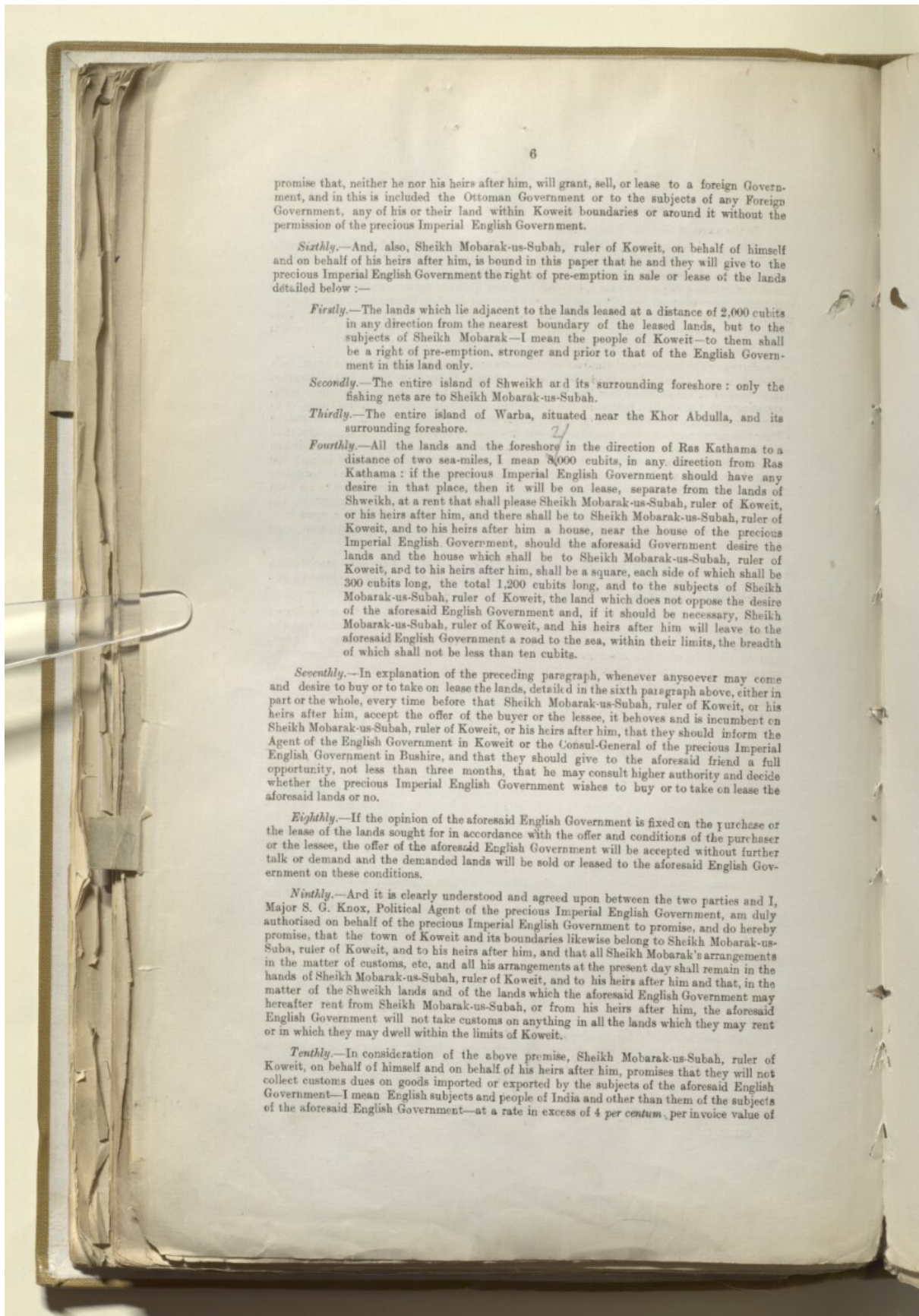
And, also, it is lawful for the aforesaid English Government that they should lease the lands in part or in whole for a fixed term of years or in perpetuity to English subjects or to the subjects of British India—I mean the people of India or to the subjects of Sheikh Mobarak-us-Subah, ruler of Koweit—I mean the people of Koweit, at their perfect will and desire.

Fifthly.—And, further, in consideration of the rent detailed, Sheikh Mobarak-us-Subah, ruler of Koweit, on behalf of himself and on behalf of his heirs after him confirms his former

642 F. D.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٤٠ ظ] (٢٩٤/٣٨)



promise that, neither he nor his heirs after him, will grant, sell, or lease to a foreign Government, and in this is included the Ottoman Government or to the subjects of any Foreign Government, any of his or their land within Koweit boundaries or around it without the permission of the precious Imperial English Government.

Sixthly.—And, also, Sheikh Mobarak-us-Subah, ruler of Koweit, on behalf of himself and on behalf of his heirs after him, is bound in this paper that he and they will give to the precious Imperial English Government the right of pre-emption in sale or lease of the lands detailed below :—

Firstly.—The lands which lie adjacent to the lands leased at a distance of 2,000 cubits in any direction from the nearest boundary of the leased lands, but to the subjects of Sheikh Mobarak—I mean the people of Koweit—to them shall be a right of pre-emption, stronger and prior to that of the English Government in this land only.

Secondly.—The entire island of Shweikh and its surrounding foreshore: only the fishing nets are to Sheikh Mobarak-us-Subah.

Thirdly.—The entire island of Warba, situated near the Khor Abdulla, and its surrounding foreshore.

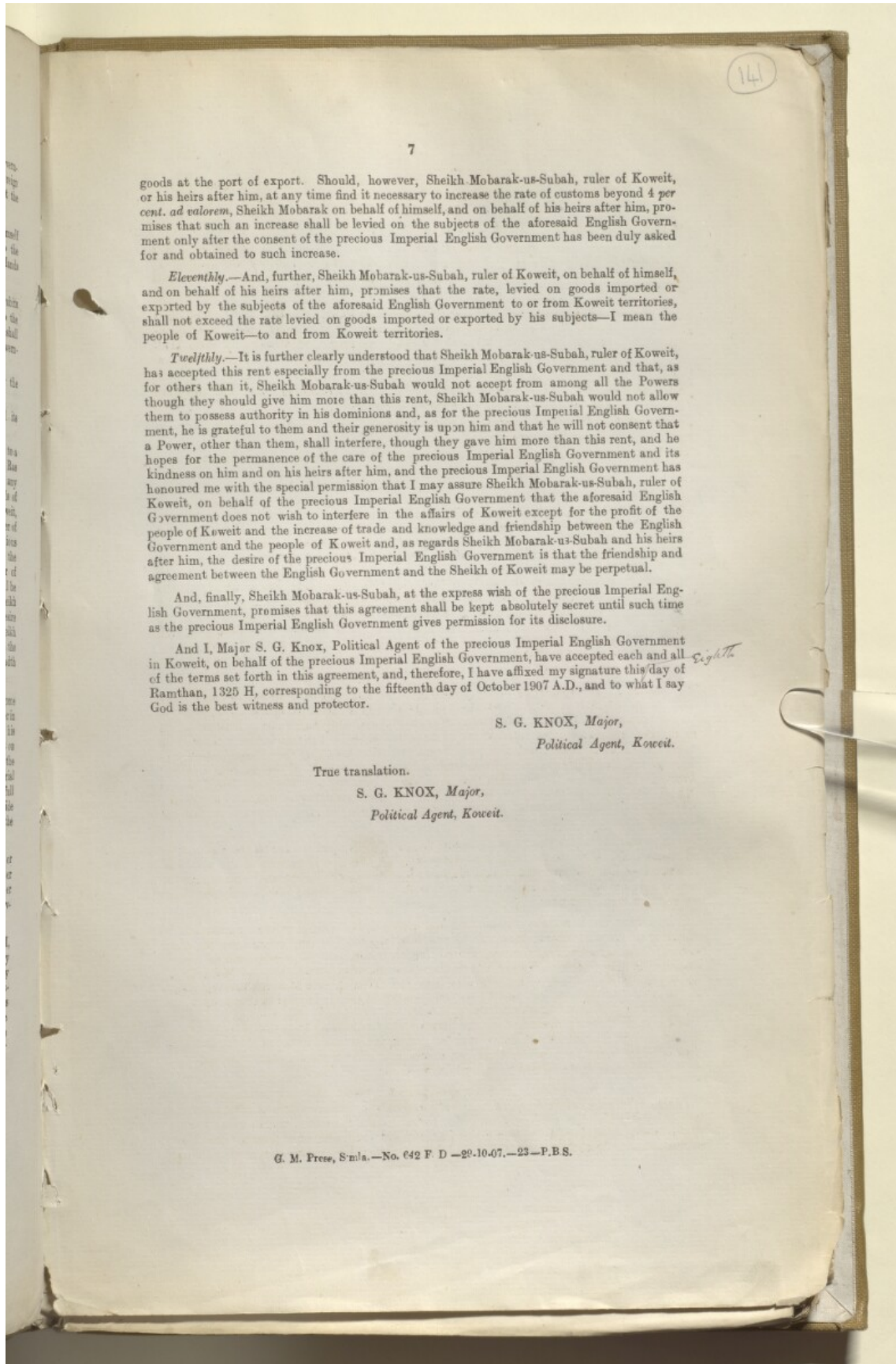
Fourthly.—All the lands and the foreshore in the direction of Ras Kathama to a distance of two sea-miles, I mean 3,000 cubits, in any direction from Ras Kathama: if the precious Imperial English Government should have any desire in that place, then it will be on lease, separate from the lands of Shweikh, at a rent that shall please Sheikh Mobarak-us-Subah, ruler of Koweit, or his heirs after him, and there shall be to Sheikh Mobarak-us-Subah, ruler of Koweit, and to his heirs after him a house, near the house of the precious Imperial English Government, should the aforesaid Government desire the lands and the house which shall be to Sheikh Mobarak-us-Subah, ruler of Koweit, and to his heirs after him, shall be a square, each side of which shall be 300 cubits long, the total 1,200 cubits long, and to the subjects of Sheikh Mobarak-us-Subah, ruler of Koweit, the land which does not oppose the desire of the aforesaid English Government and, if it should be necessary, Sheikh Mobarak-us-Subah, ruler of Koweit, and his heirs after him will leave to the aforesaid English Government a road to the sea, within their limits, the breadth of which shall not be less than ten cubits.

Seventhly.—In explanation of the preceding paragraph, whenever anysoever may come and desire to buy or to take on lease the lands, detailed in the sixth paragraph above, either in part or the whole, every time before that Sheikh Mobarak-us-Subah, ruler of Koweit, or his heirs after him, accept the offer of the buyer or the lessee, it behoves and is incumbent on Sheikh Mobarak-us-Subah, ruler of Koweit, or his heirs after him, that they should inform the Agent of the English Government in Koweit or the Consul-General of the precious Imperial English Government in Bushire, and that they should give to the aforesaid friend a full opportunity, not less than three months, that he may consult higher authority and decide whether the precious Imperial English Government wishes to buy or to take on lease the aforesaid lands or no.

Eighthly.—If the opinion of the aforesaid English Government is fixed on the purchase or the lease of the lands sought for in accordance with the offer and conditions of the purchaser or the lessee, the offer of the aforesaid English Government will be accepted without further talk or demand and the demanded lands will be sold or leased to the aforesaid English Government on these conditions.

Ninthly.—And it is clearly understood and agreed upon between the two parties and I, Major S. G. Knox, Political Agent of the precious Imperial English Government, am duly authorised on behalf of the precious Imperial English Government to promise, and do hereby promise, that the town of Koweit and its boundaries likewise belong to Sheikh Mobarak-us-Subah, ruler of Koweit, and to his heirs after him, and that all Sheikh Mobarak's arrangements in the matter of customs, etc, and all his arrangements at the present day shall remain in the hands of Sheikh Mobarak-us-Subah, ruler of Koweit, and to his heirs after him and that, in the matter of the Shweikh lands and of the lands which the aforesaid English Government may hereafter rent from Sheikh Mobarak-us-Subah, or from his heirs after him, the aforesaid English Government will not take customs on anything in all the lands which they may rent or in which they may dwell within the limits of Koweit.

Tenthly.—In consideration of the above promise, Sheikh Mobarak-us-Subah, ruler of Koweit, on behalf of himself and on behalf of his heirs after him, promises that they will not collect customs dues on goods imported or exported by the subjects of the aforesaid English Government—I mean English subjects and people of India and other than them of the subjects of the aforesaid English Government—at a rate in excess of 4 per centum, per invoice value of



goods at the port of export. Should, however, Sheikh Mobarak-us-Subah, ruler of Koweit, or his heirs after him, at any time find it necessary to increase the rate of customs beyond 4 per cent. *ad valorem*, Sheikh Mobarak on behalf of himself, and on behalf of his heirs after him, promises that such an increase shall be levied on the subjects of the aforesaid English Government only after the consent of the precious Imperial English Government has been duly asked for and obtained to such increase.

Eleventhly.—And, further, Sheikh Mobarak-us-Subah, ruler of Koweit, on behalf of himself, and on behalf of his heirs after him, promises that the rate, levied on goods imported or exported by the subjects of the aforesaid English Government to or from Koweit territories, shall not exceed the rate levied on goods imported or exported by his subjects—I mean the people of Koweit—to and from Koweit territories.

Twelfthly.—It is further clearly understood that Sheikh Mobarak-us-Subah, ruler of Koweit, has accepted this rent especially from the precious Imperial English Government and that, as for others than it, Sheikh Mobarak-us-Subah would not accept from among all the Powers though they should give him more than this rent, Sheikh Mobarak-us-Subah would not allow them to possess authority in his dominions and, as for the precious Imperial English Government, he is grateful to them and their generosity is upon him and that he will not consent that a Power, other than them, shall interfere, though they gave him more than this rent, and he hopes for the permanence of the care of the precious Imperial English Government and its kindness on him and on his heirs after him, and the precious Imperial English Government has honoured me with the special permission that I may assure Sheikh Mobarak-us-Subah, ruler of Koweit, on behalf of the precious Imperial English Government that the aforesaid English Government does not wish to interfere in the affairs of Koweit except for the profit of the people of Koweit and the increase of trade and knowledge and friendship between the English Government and the people of Koweit and, as regards Sheikh Mobarak-us-Subah and his heirs after him, the desire of the precious Imperial English Government is that the friendship and agreement between the English Government and the Sheikh of Koweit may be perpetual.

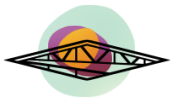
And, finally, Sheikh Mobarak-us-Subah, at the express wish of the precious Imperial English Government, promises that this agreement shall be kept absolutely secret until such time as the precious Imperial English Government gives permission for its disclosure.

And I, Major S. G. Knox, Political Agent of the precious Imperial English Government in Koweit, on behalf of the precious Imperial English Government, have accepted each and all of the terms set forth in this agreement, and, therefore, I have affixed my signature this day of Ramthan, 1325 H, corresponding to the fifteenth day of October 1907 A.D., and to what I say God is the best witness and protector.

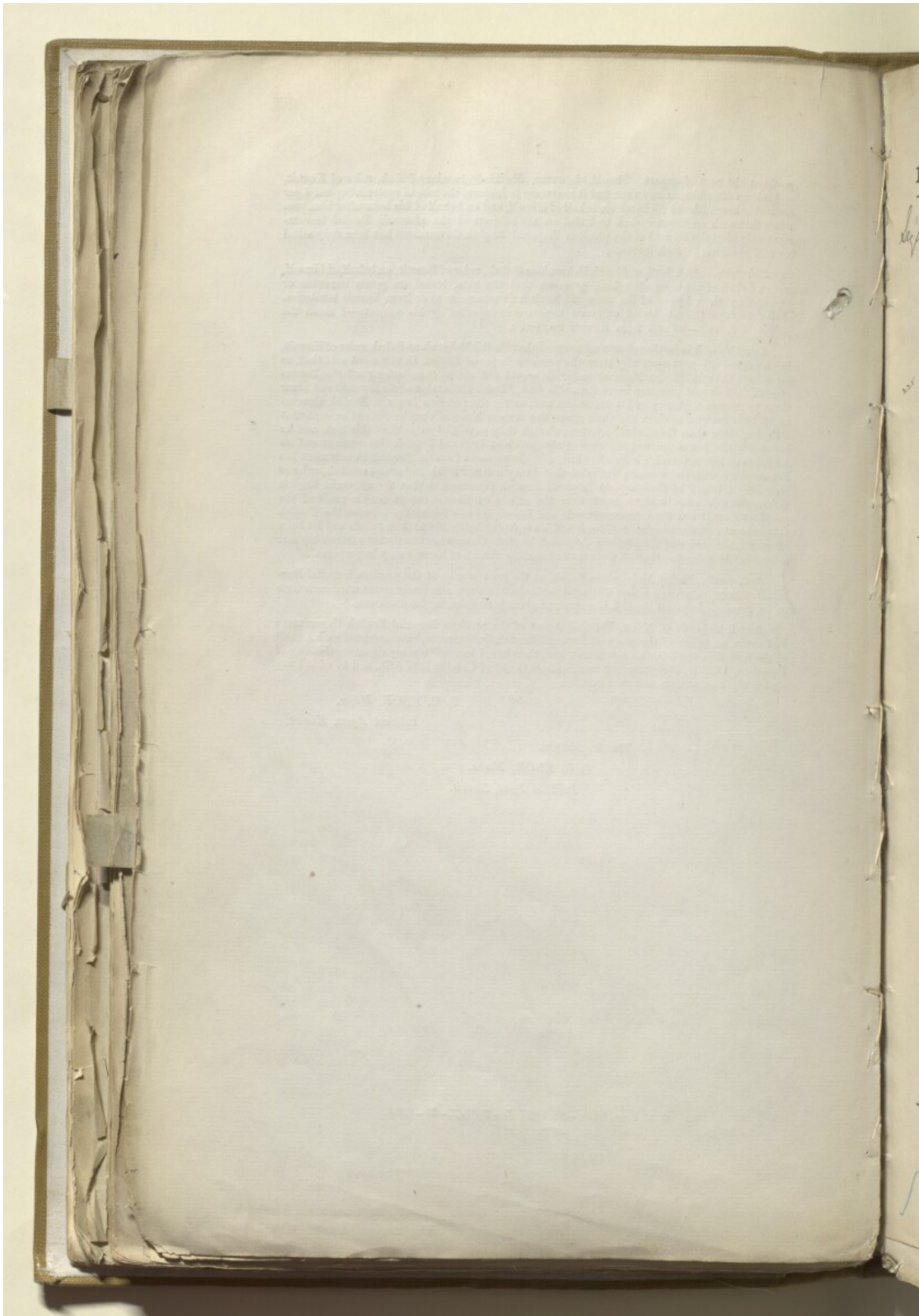
S. G. KNOX, Major,
Political Agent, Koweit.

True translation.

S. G. KNOX, Major,
Political Agent, Koweit.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٤١ظ] (٢٩٤/٤٠)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٤٢و] (٢٩٤/٤١)

162

Register No. 2166

Minute Paper. Secret Department.

Letter from India, ho. 49 M. Dated 5 Dec. 1907.
Rec. 21

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary	27 Dec	M	Koweit. Fresh lease. Statement made to Major Knox by one of the principal merchants of Koweit regarding the negotiations with Mubarak who consulted the merchant in question on the subject.
Secretary of State	28	M	
Committee	29	M	
Under Secretary			
Secretary of State			

Copy to 70 14 Jan '08.

For information

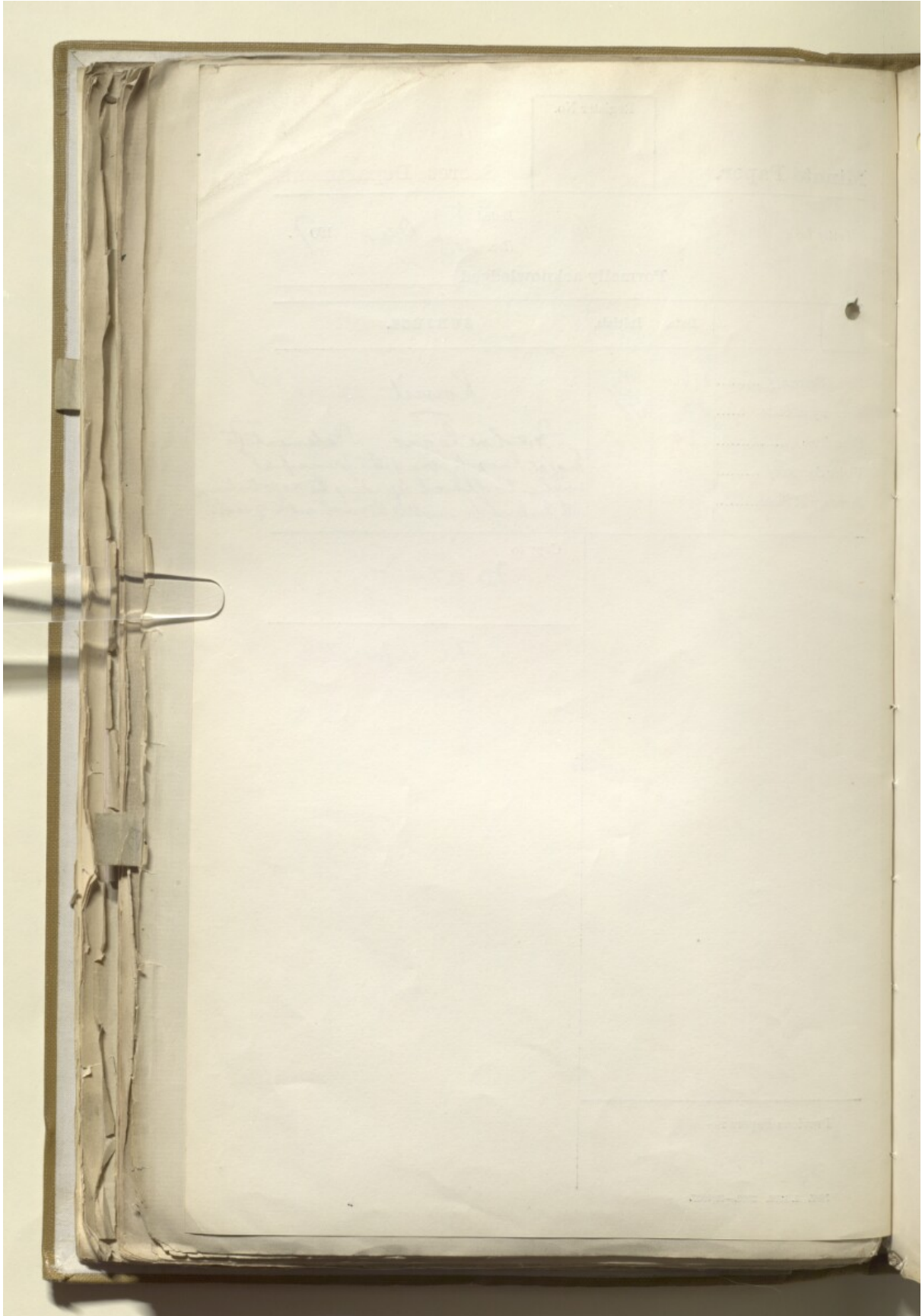
Seen Pol Comm 7 JAN 1908

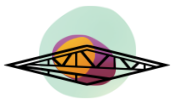
Previous Papers :-
TH 1972-3

1637. I. 1779. 2000.-10/1907.

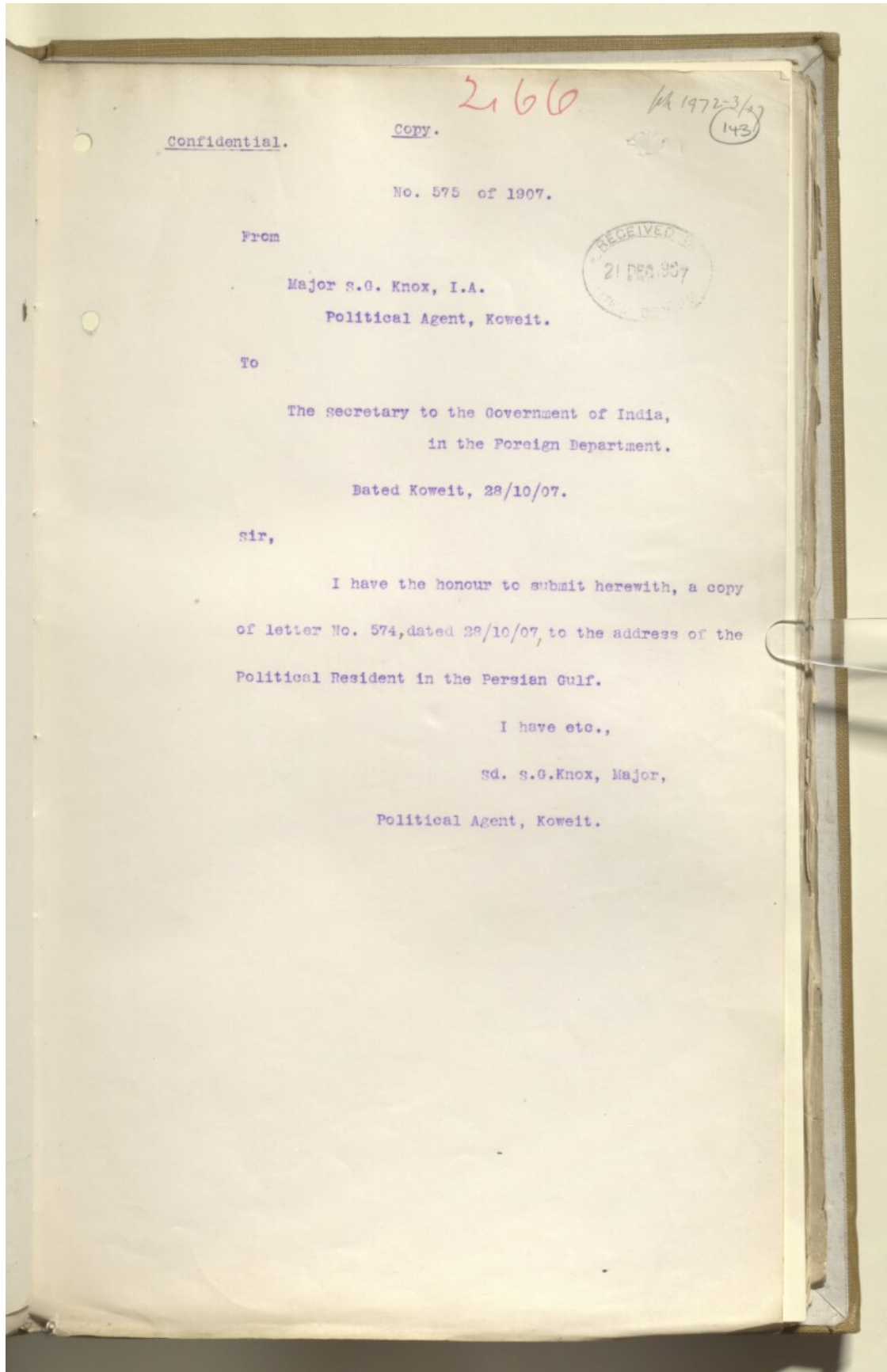


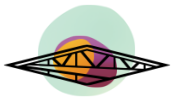
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٤٢ ظ] (٢٩٤/٤٢)



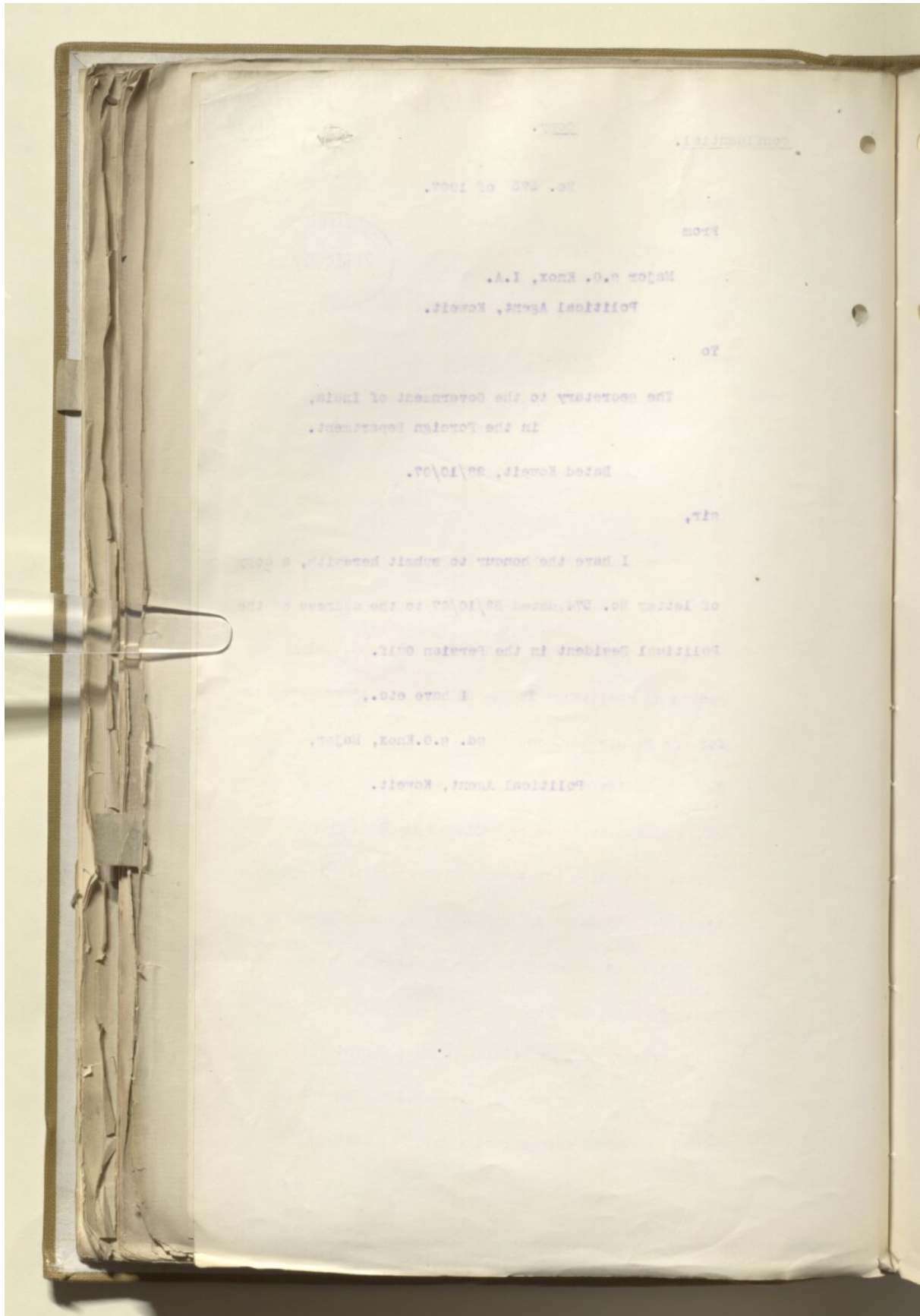


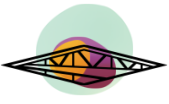
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٤٣] و [٢٩٤/٤٣]



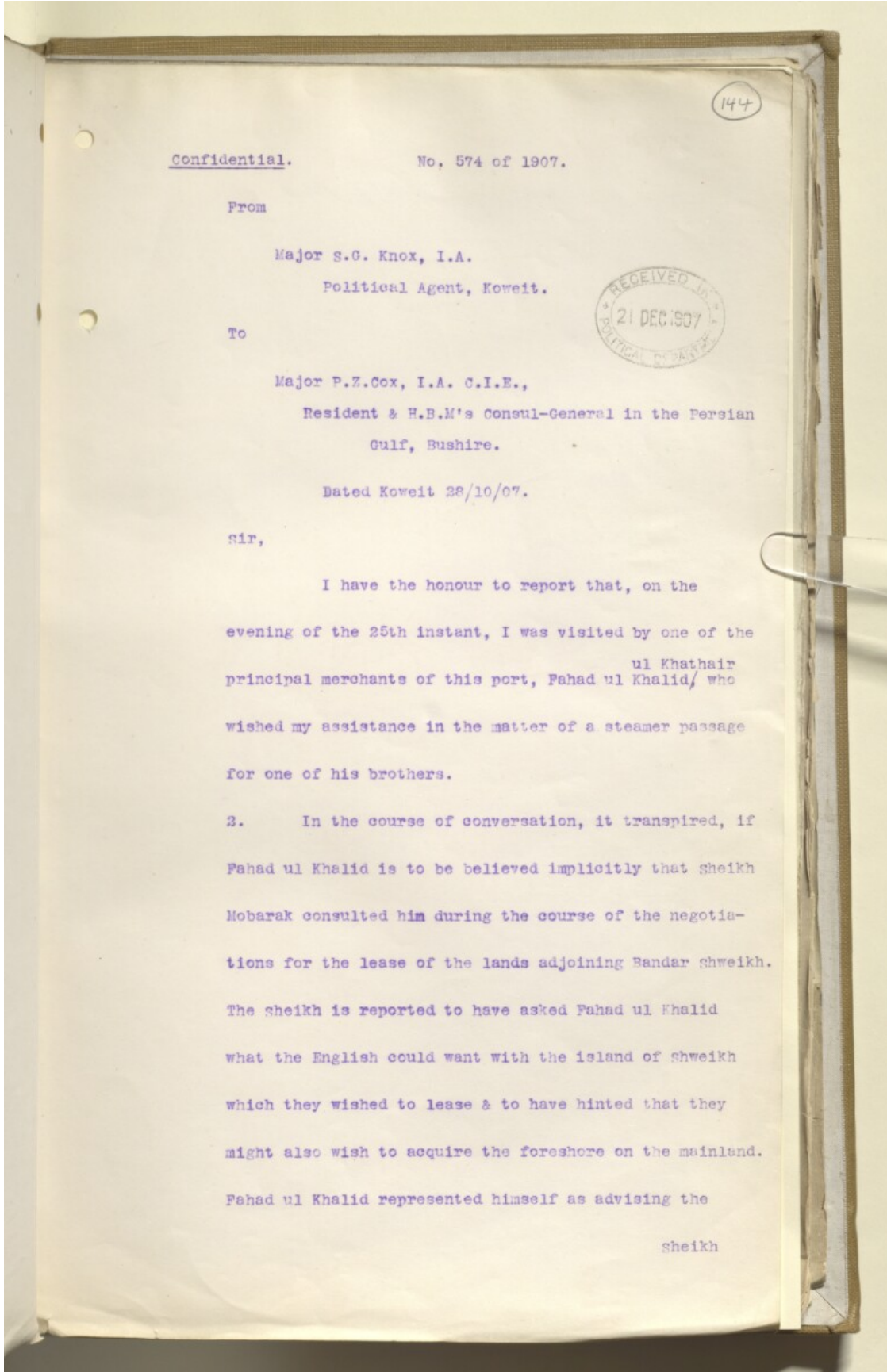


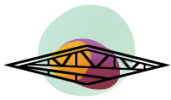
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[٤٣ظ] (٢٩٤/٤٤)



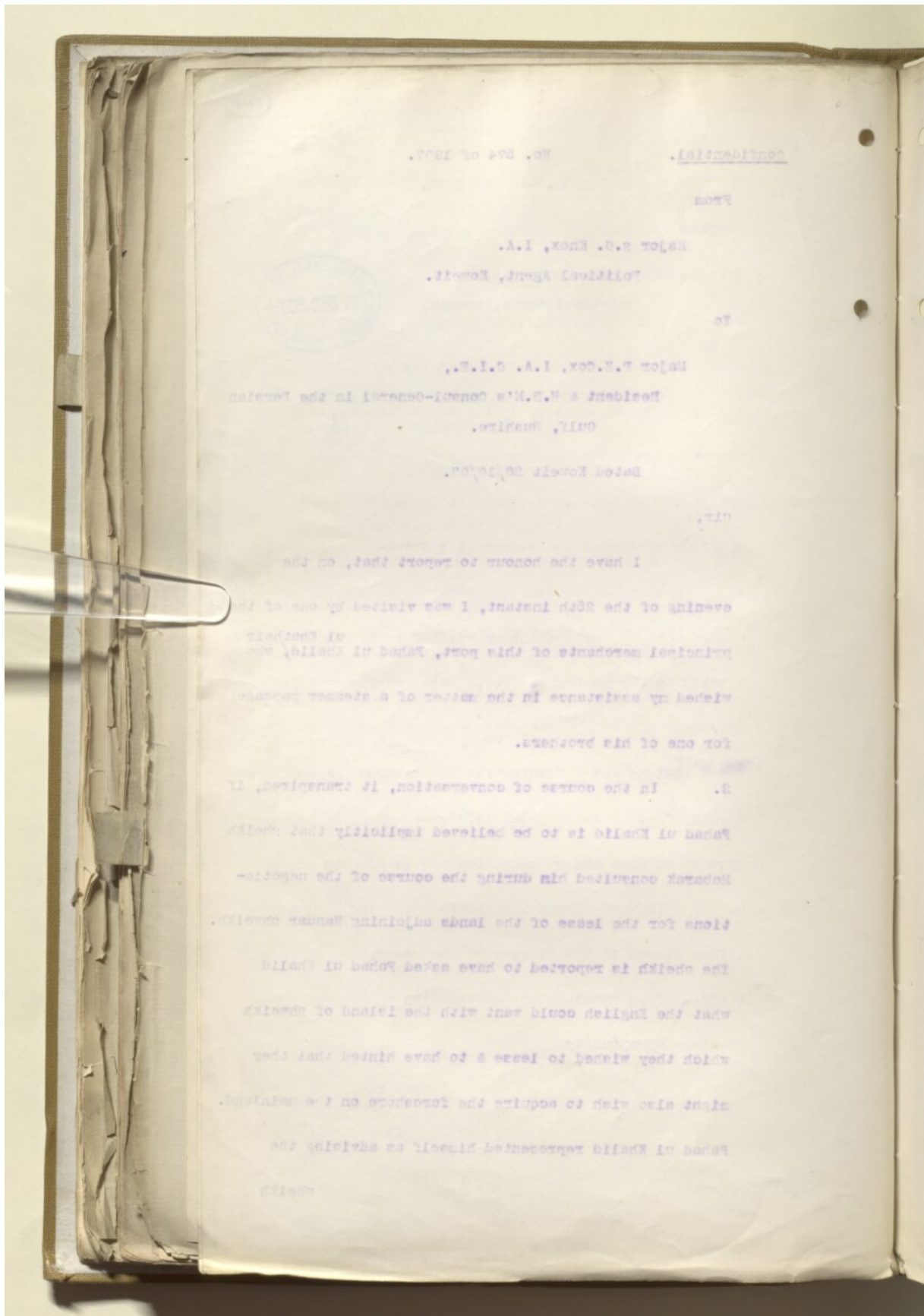


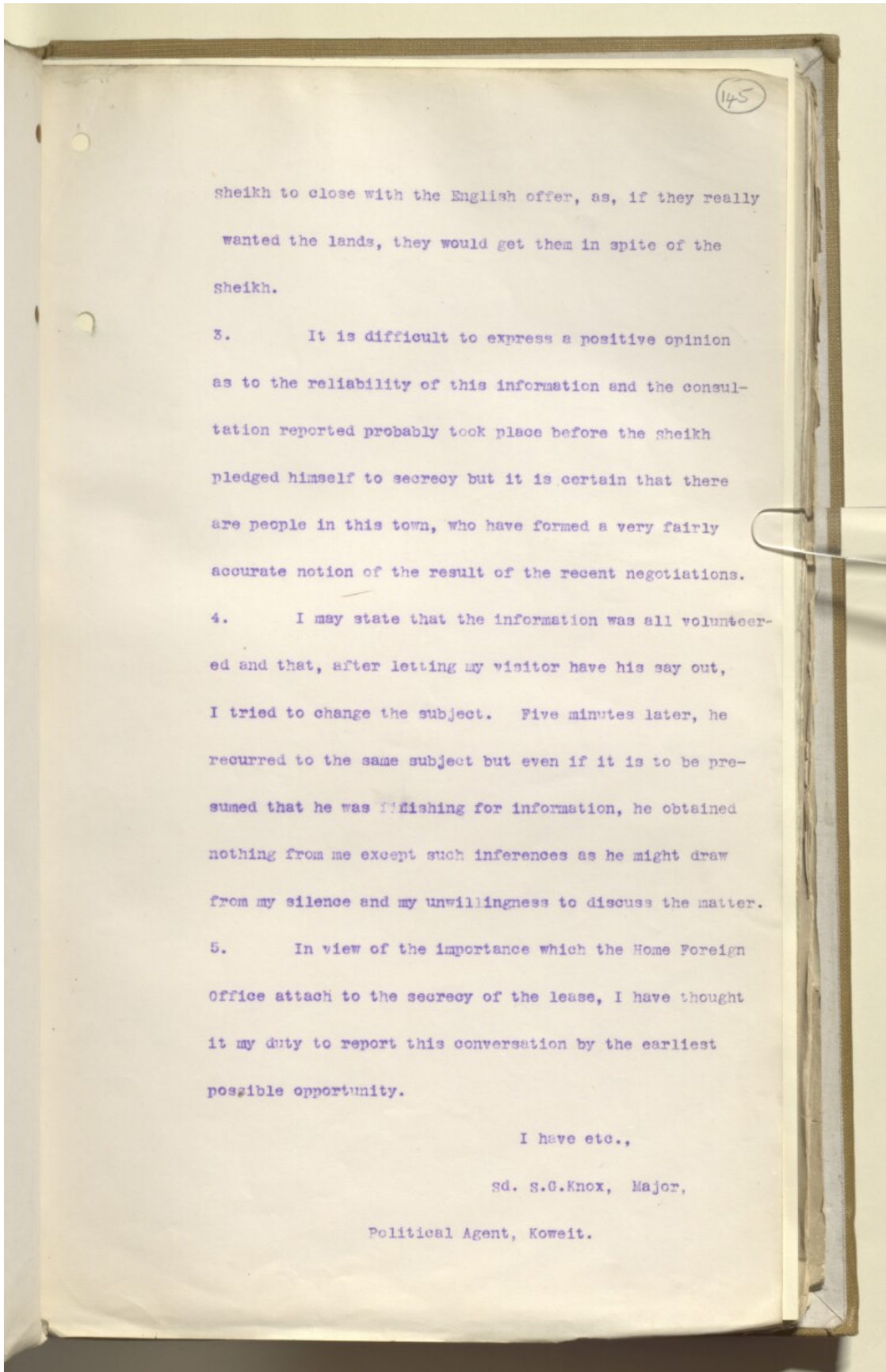
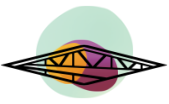
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٤٤] [٢٩٤/٤٥]





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٤٤٤ ظ] (٢٩٤/٤٦)





sheikh to close with the English offer, as, if they really wanted the lands, they would get them in spite of the sheikh.

3. It is difficult to express a positive opinion as to the reliability of this information and the consultation reported probably took place before the sheikh pledged himself to secrecy but it is certain that there are people in this town, who have formed a very fairly accurate notion of the result of the recent negotiations.

4. I may state that the information was all volunteered and that, after letting my visitor have his say out, I tried to change the subject. Five minutes later, he recurred to the same subject but even if it is to be presumed that he was fishing for information, he obtained nothing from me except such inferences as he might draw from my silence and my unwillingness to discuss the matter.

5. In view of the importance which the Home Foreign Office attach to the secrecy of the lease, I have thought it my duty to report this conversation by the earliest possible opportunity.

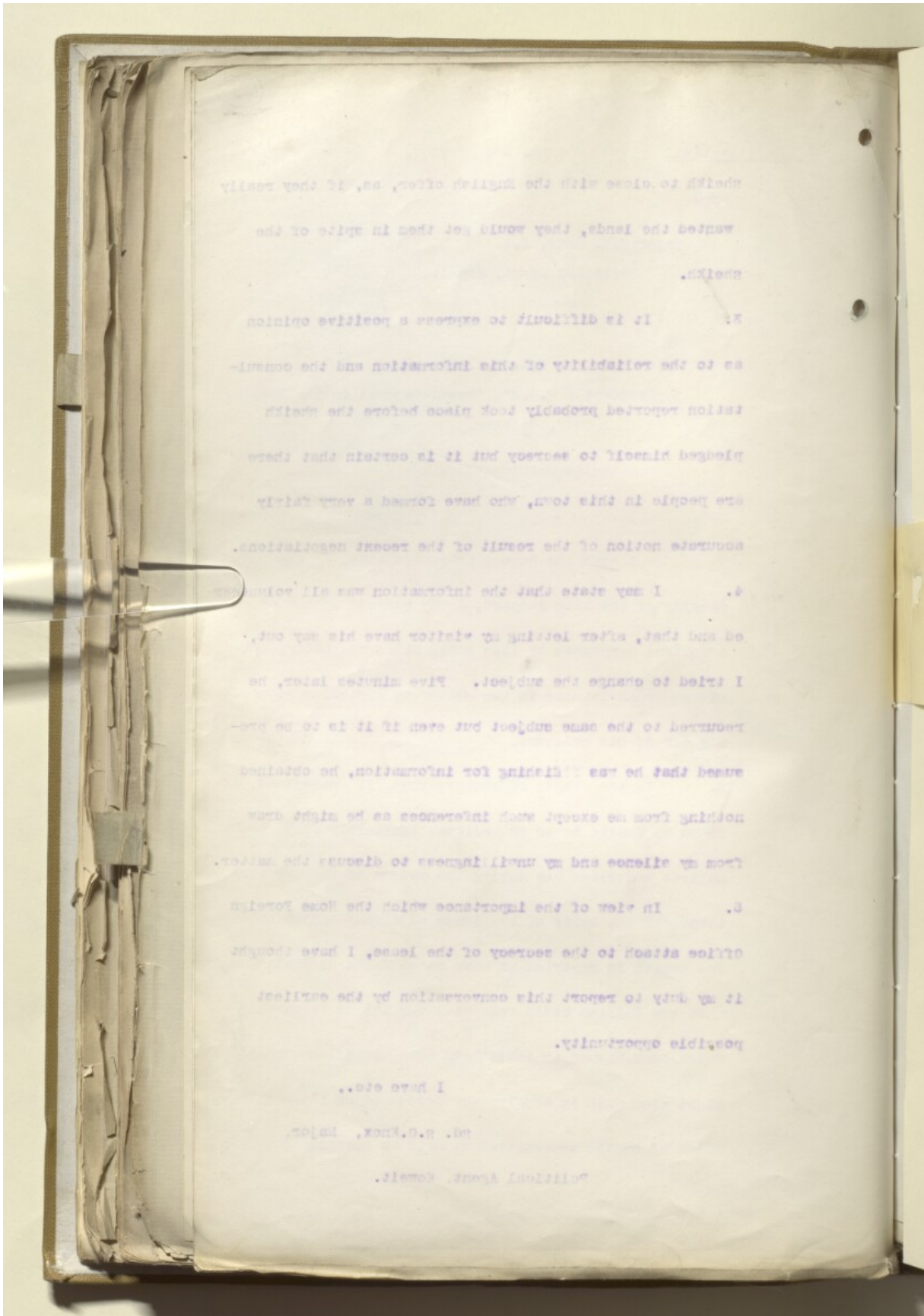
I have etc.,

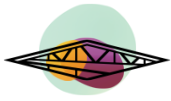
Sd. S.G.Knox, Major,

Political Agent, Kuwait.

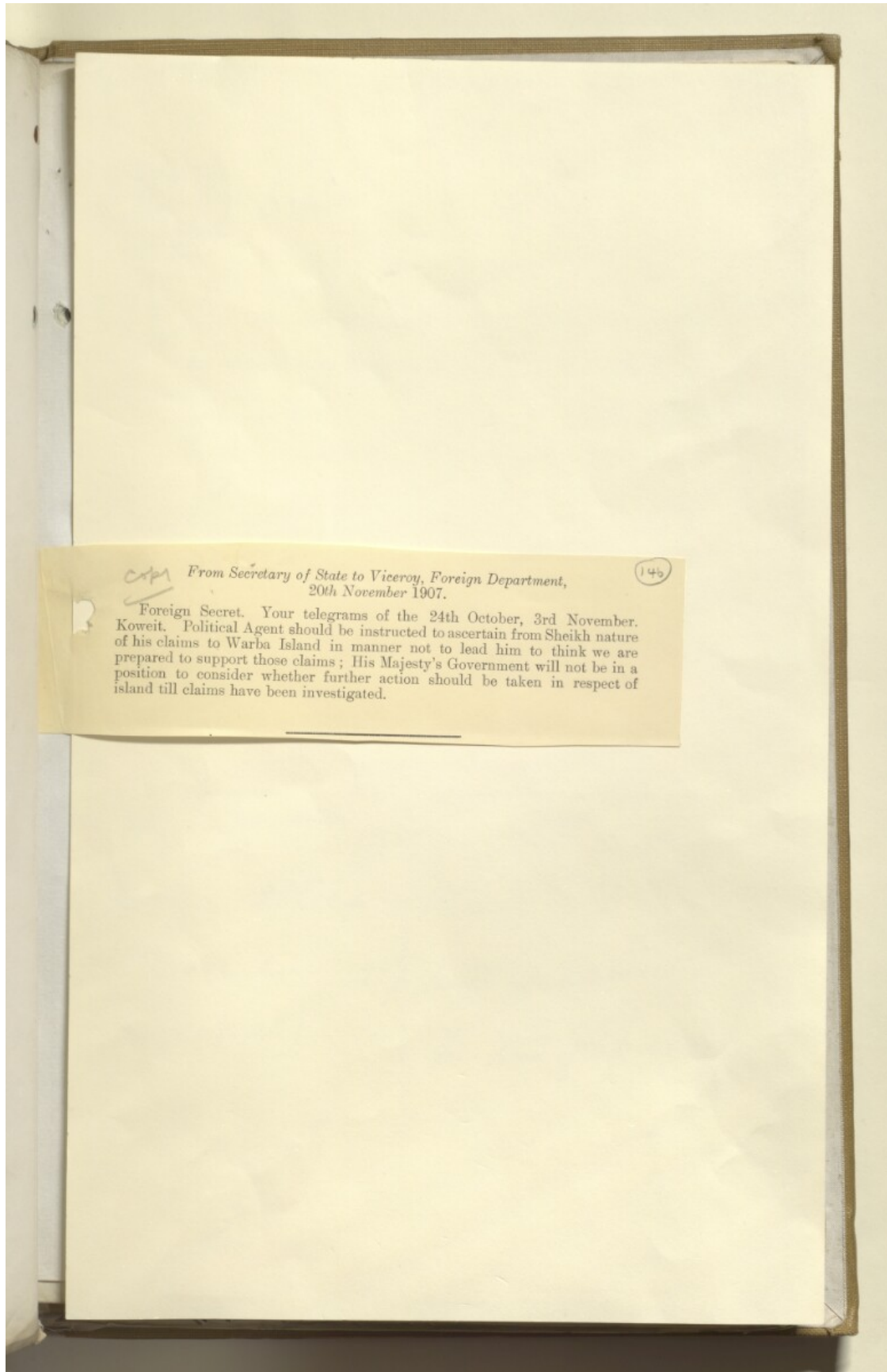


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[٤٥١ظ] (٢٩٤/٤٨)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٤٦و] (٢٩٤/٤٩)

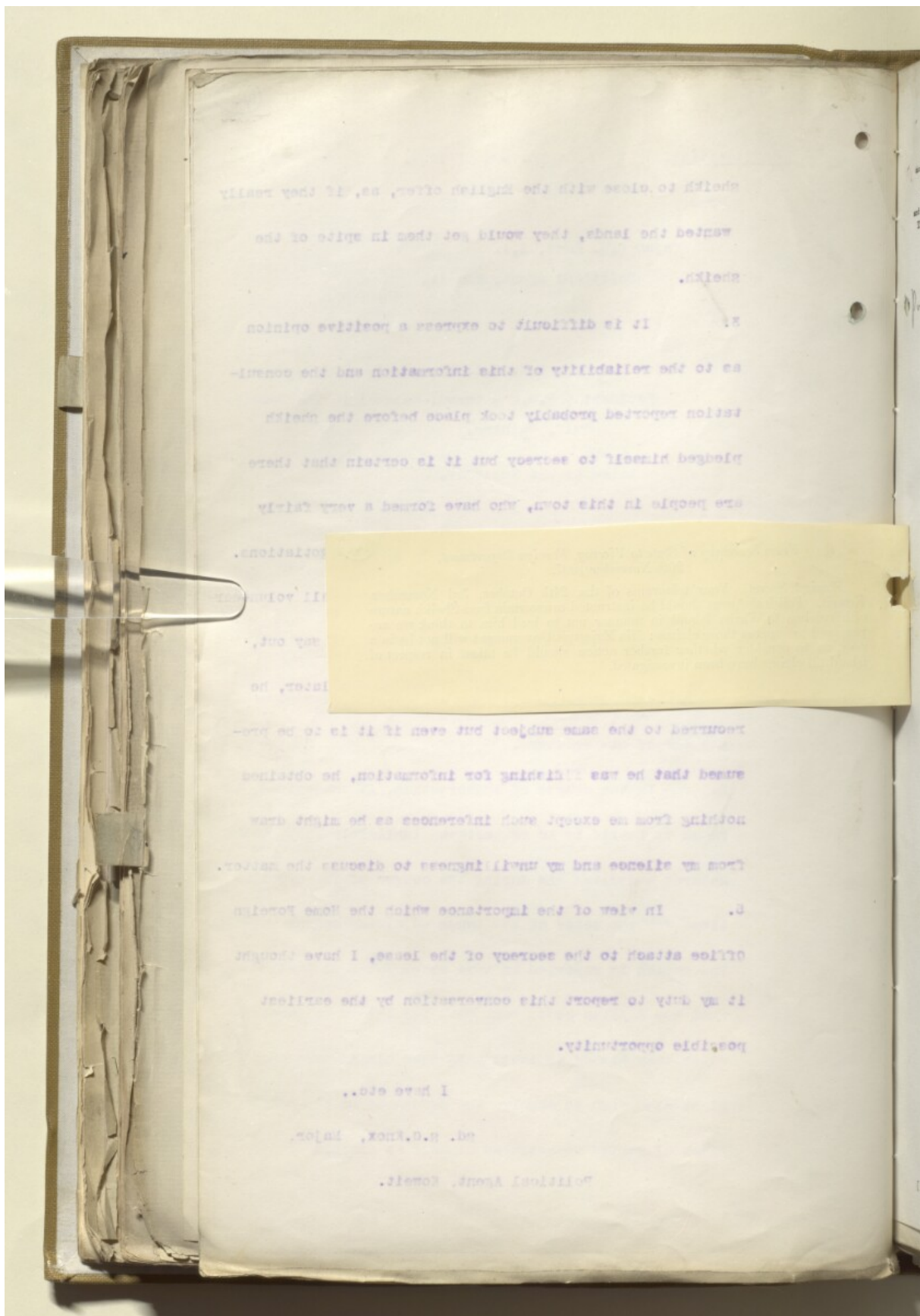


*From Secretary of State to Viceroy, Foreign Department,
20th November 1907.*

Foreign Secret. Your telegrams of the 24th October, 3rd November.
Koweit. Political Agent should be instructed to ascertain from Sheikh nature
of his claims to Warba Island in manner not to lead him to think we are
prepared to support those claims; His Majesty's Government will not be in a
position to consider whether further action should be taken in respect of
island till claims have been investigated.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٤٦ظ] (٢٩٤/٥٠)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٤٧] [٢٩٤/٥١]

3895

(147)

In any further communication on this subject, please quote
No. 3705-8 Secret.

and address—
The Under-Secretary of State,
Foreign Office,
London.

put by
2/4
11 Nov 1907

The Under-Secretary of State for Foreign Affairs presents
his compliments to the Under-Secretary of State for India
and, by direction of the Secretary of State,
transmits herewith copy of the under-mentioned paper.

Foreign Office,
9. November, 1907.

Copy to India
(3 copies of print)
15 November 1907
Secy. 46.

Reference to previous letter: (Circ. with 3903/07)

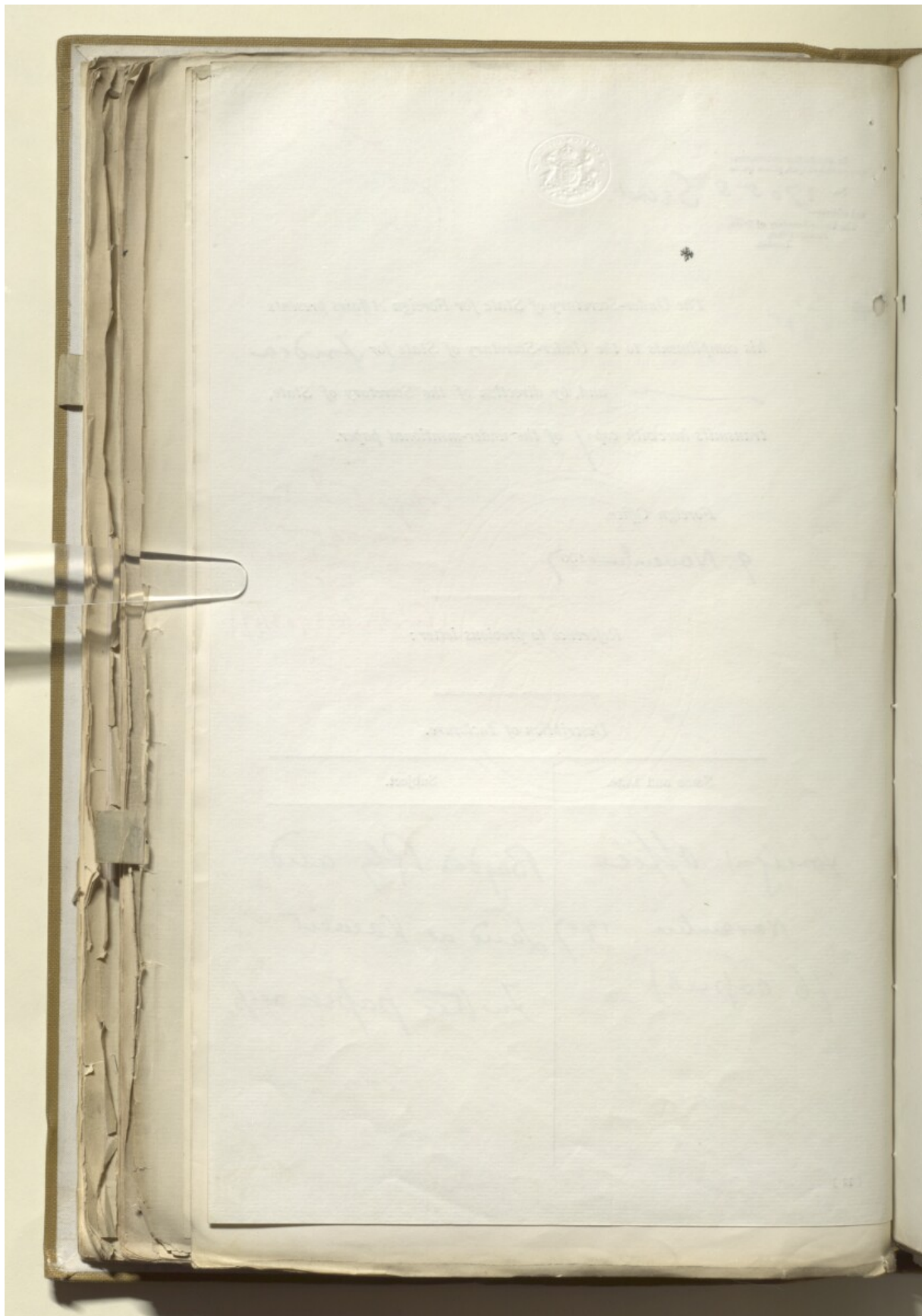
Description of Inclosure.

Name and Date.	Subject.
Foreign Office November 1907 (6 copies)	Bagdad Rly and Land at Kuwait. Further papers resp.

[12]

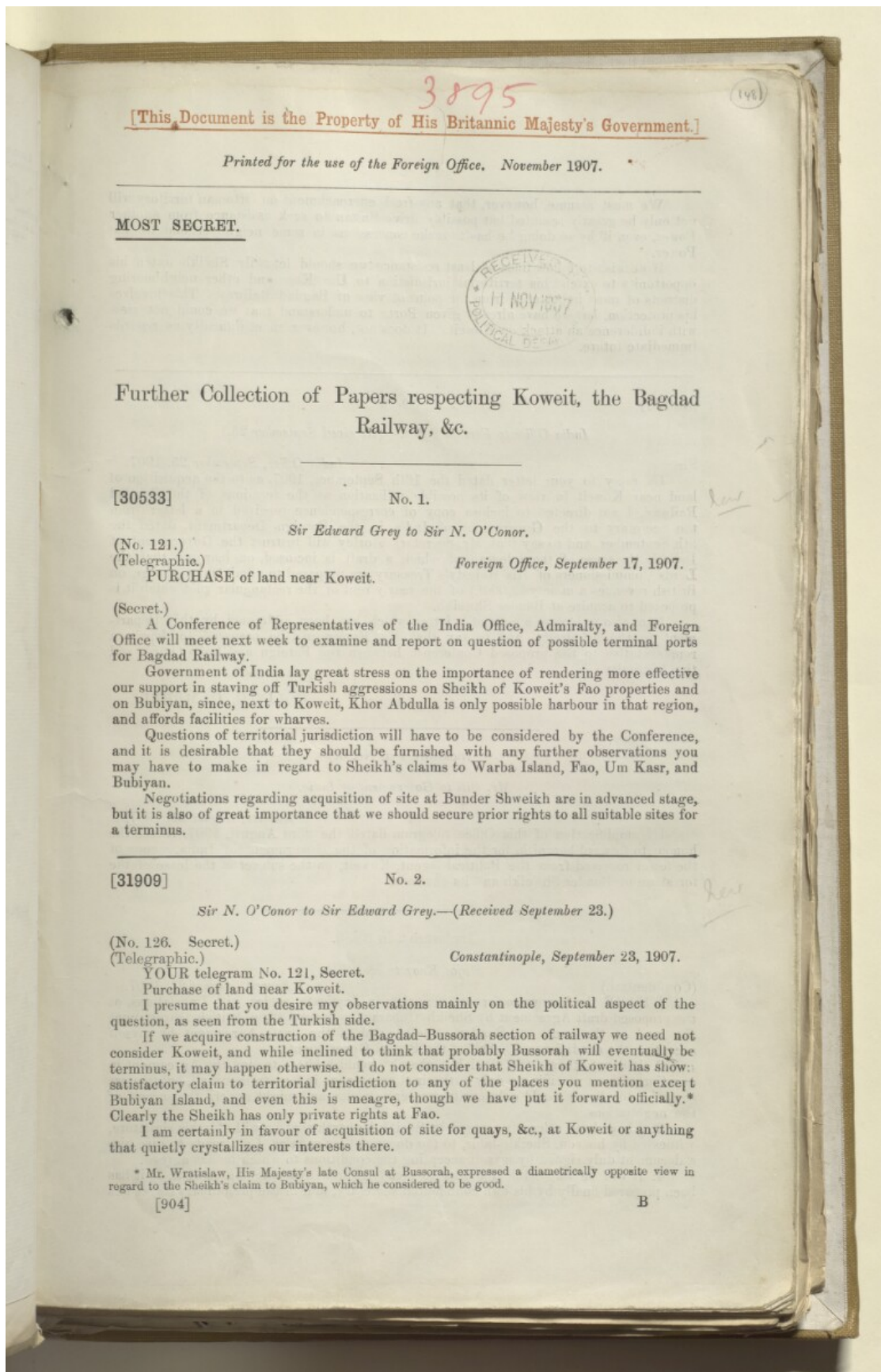


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٤٧ ظ] (٢٩٤/٥٢)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٤٨] [٢٩٤/٥٣]





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٤٨ ظ] (٢٩٤/٥٤)

We must assume, however, that any fresh encroachment on Ottoman territory will not only be greatly resented but possibly drive Sultan to seek assistance from another Power, even if by so doing he has to make concessions in same neighbourhood to that Power.

If we wish to follow lines of least resistance we should let wily Sheikh watch his opportunity to extend his territorial jurisdiction to Um Kasr and other neighbouring districts of most importance from the point of view of Bagdad Railway. This involves his protection, but we have already given Porte to understand that we could not view with indifference an attack on Koweit. It does not, however, meet difficulty as regards immediate future.

[32079]

No. 3.

India Office to Foreign Office.—(Received September 25.)

Sir,

India Office, September 25, 1907.

IN reply to your letter dated the 16th September, 1907, as to the acquisition of land near Koweit in view of its possible utilization as the terminus of the Bagdad Railway, I am directed to inclose copy of correspondence received in a letter from the Secretary to the Government of India in the Foreign Department, dated the 5th September, and to say that Mr. Secretary Morley will instruct the Government of India in the sense of the telegram of which a draft is inclosed, on learning that the Lords Commissioners of His Majesty's Treasury are prepared to admit as a charge on British revenues a moiety (2,000L.) of the yearly rent of the rectangular plot which it is proposed to acquire at Bunder Shweikh.

I am also to inclose a copy of a letter which has been addressed by this Department to the Admiralty, and to say that Mr. Morley will be prepared to depute a representative to the proposed Conference between the Foreign and India Offices and the Admiralty.

I am, &c.

(Signed) COLIN G. CAMPBELL.

Inclosure 1 in No. 3.

Mr. Bill to Government of India.

Bushire, August 25, 1907.

IN amplification of this Office telegram dated the 23rd August, 1907, I have the honour to forward herewith, for the information of the Government of India, a copy of the letter received from the Political Agent, Koweit, on the subject of the lease of the foreshore of Bunder Shweikh and its environs.

Inclosure 2 in No. 3.

Major Knox to Mr. Bill.

Koweit, August 21, 1907.

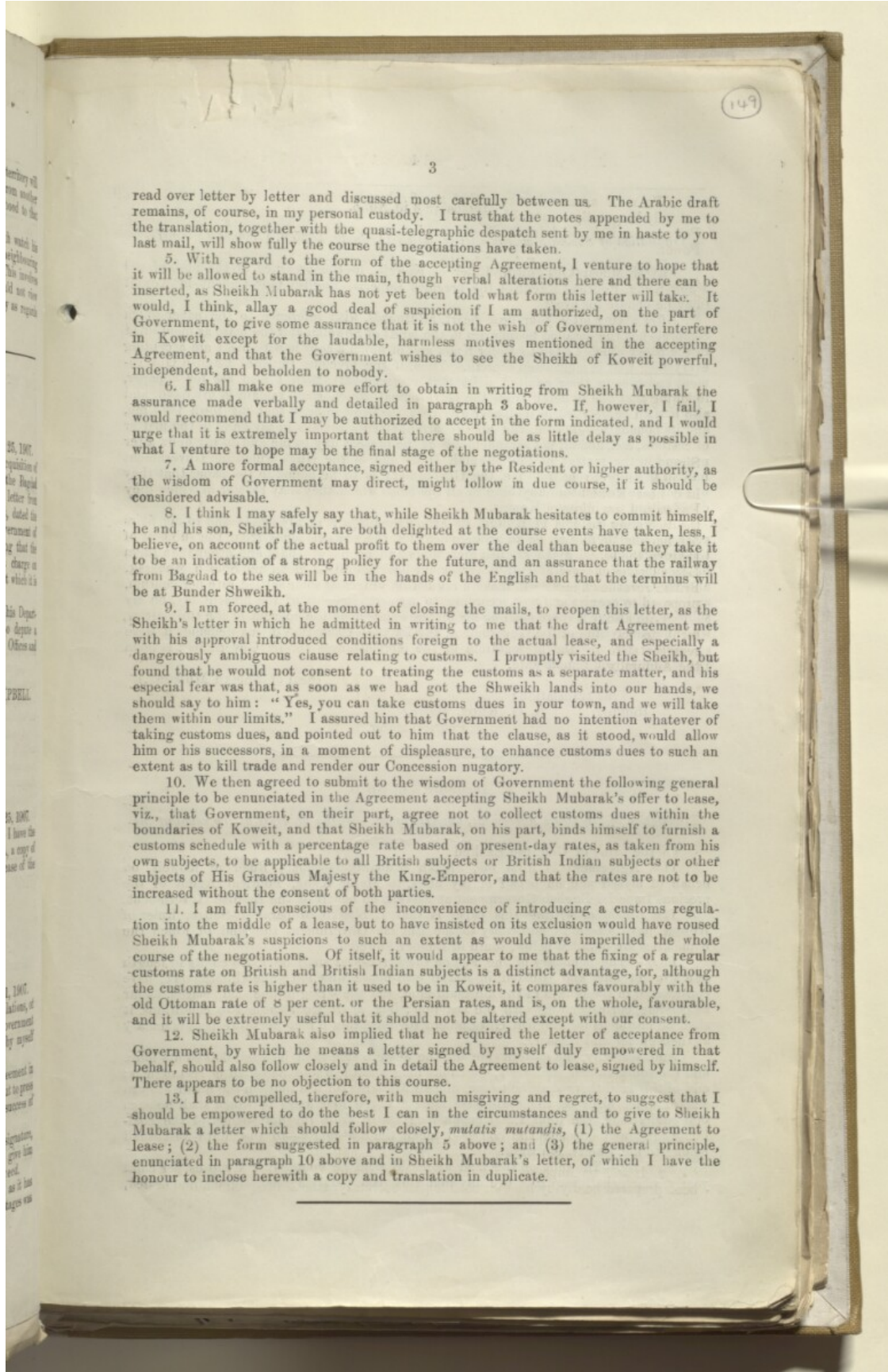
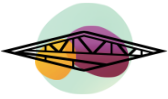
(Confidential.)

I HAVE the honour to forward herewith, in duplicate, copies, with translations, of the proposed draft Agreement by Sheikh Mubarak to lease to the British Government the land to the south of Bunder Shweikh and of the draft Agreement by myself accepting the conditions on behalf of the British Government.

2. It is unfortunate that Sheikh Mubarak should hesitate to sign the Agreement in question without receiving a duly authorized acceptance in form from myself, but to press the point too firmly would only excite greater suspicion and might imperil the success of the negotiations.

3. I have been solemnly assured by Sheikh Mubarak that he will affix his signature, witnessed by his son, Sheikh Jabir, to the document, as soon as I am ready to give him a document duly signed by myself accepting the conditions to which he has agreed.

4. It will be impossible for him to plead ignorance of the Agreement, as it has been prepared finally by his own confidential secretary, and in the preliminary stages was



read over letter by letter and discussed most carefully between us. The Arabic draft remains, of course, in my personal custody. I trust that the notes appended by me to the translation, together with the quasi-telegraphic despatch sent by me in haste to you last mail, will show fully the course the negotiations have taken.

5. With regard to the form of the accepting Agreement, I venture to hope that it will be allowed to stand in the main, though verbal alterations here and there can be inserted, as Sheikh Mubarak has not yet been told what form this letter will take. It would, I think, allay a good deal of suspicion if I am authorized, on the part of Government, to give some assurance that it is not the wish of Government to interfere in Koweit except for the laudable, harmless motives mentioned in the accepting Agreement, and that the Government wishes to see the Sheikh of Koweit powerful, independent, and beholden to nobody.

6. I shall make one more effort to obtain in writing from Sheikh Mubarak the assurance made verbally and detailed in paragraph 3 above. If, however, I fail, I would recommend that I may be authorized to accept in the form indicated, and I would urge that it is extremely important that there should be as little delay as possible in what I venture to hope may be the final stage of the negotiations.

7. A more formal acceptance, signed either by the Resident or higher authority, as the wisdom of Government may direct, might follow in due course, if it should be considered advisable.

8. I think I may safely say that, while Sheikh Mubarak hesitates to commit himself, he and his son, Sheikh Jabir, are both delighted at the course events have taken, less, I believe, on account of the actual profit to them over the deal than because they take it to be an indication of a strong policy for the future, and an assurance that the railway from Bagdad to the sea will be in the hands of the English and that the terminus will be at Bunder Shweikh.

9. I am forced, at the moment of closing the mails, to reopen this letter, as the Sheikh's letter in which he admitted in writing to me that the draft Agreement met with his approval introduced conditions foreign to the actual lease, and especially a dangerously ambiguous clause relating to customs. I promptly visited the Sheikh, but found that he would not consent to treating the customs as a separate matter, and his especial fear was that, as soon as we had got the Shweikh lands into our hands, we should say to him: "Yes, you can take customs dues in your town, and we will take them within our limits." I assured him that Government had no intention whatever of taking customs dues, and pointed out to him that the clause, as it stood, would allow him or his successors, in a moment of displeasure, to enhance customs dues to such an extent as to kill trade and render our Concession nugatory.

10. We then agreed to submit to the wisdom of Government the following general principle to be enunciated in the Agreement accepting Sheikh Mubarak's offer to lease, viz., that Government, on their part, agree not to collect customs dues within the boundaries of Koweit, and that Sheikh Mubarak, on his part, binds himself to furnish a customs schedule with a percentage rate based on present-day rates, as taken from his own subjects, to be applicable to all British subjects or British Indian subjects or other subjects of His Gracious Majesty the King-Emperor, and that the rates are not to be increased without the consent of both parties.

11. I am fully conscious of the inconvenience of introducing a customs regulation into the middle of a lease, but to have insisted on its exclusion would have roused Sheikh Mubarak's suspicions to such an extent as would have imperilled the whole course of the negotiations. Of itself, it would appear to me that the fixing of a regular customs rate on British and British Indian subjects is a distinct advantage, for, although the customs rate is higher than it used to be in Koweit, it compares favourably with the old Ottoman rate of 8 per cent. or the Persian rates, and is, on the whole, favourable, and it will be extremely useful that it should not be altered except with our consent.

12. Sheikh Mubarak also implied that he required the letter of acceptance from Government, by which he means a letter signed by myself duly empowered in that behalf, should also follow closely and in detail the Agreement to lease, signed by himself. There appears to be no objection to this course.

13. I am compelled, therefore, with much misgiving and regret, to suggest that I should be empowered to do the best I can in the circumstances and to give to Sheikh Mubarak a letter which should follow closely, *mutatis mutandis*, (1) the Agreement to lease; (2) the form suggested in paragraph 5 above; and (3) the general principle, enunciated in paragraph 10 above and in Sheikh Mubarak's letter, of which I have the honour to inclose herewith a copy and translation in duplicate.



Inclosure 3 in No. 3.

Translation of Sheikh Mubarak's letter, dated 11 Rajab, 1325 H. (August 21, 1907).

FROM Mubarak-us-Subah, Ruler of Koweit, to the presence of the high-placed Major Knox, Political Agent of the precious Imperial English Government in Koweit (may he endure for ever).

After asking after your dear heart, afterwards, with reference to the paper which comprehends the detailed boundaries in the lands of Shweikh and the lease as mentioned in the paper which I gave to Major Knox and of which a copy is with me, I am accepting everything that is mentioned therein. Then, if the precious Imperial English Government approves in their exalted sight that (Agreement), then I also ask for a paper, following that one in detail from the Government which shall remain in my hand, and also it shall be detailed in the paper given by the Government that my town is to me, and its boundaries likewise, and all my arrangements remain in my hand in the matter of customs, &c., and all my arrangements at the present day to me and to my heirs after me, and in the matter of the Shweikh lands and of the lands which the Government may in the future rent from me, the Government is to be bound in the paper that they will not take customs on anything in all the lands which they may rent or in which they dwell within the limits of Koweit.

As for the customs of Koweit, its arrangements are in my hands and to my heirs after me, and there shall be an arrangement for the customs dues from the subjects of the Government. I mean English merchants and people of India and other than them of the subjects of Government, by agreement between all—I mean me, Sheikh Mubarak, and the Government—we will make a regulation of fees at some settled rate per centum, and we will arrange them now according to my arrangements of the present day, on my subjects, and after it there shall be no increase except by the consent of the two parties, with the supervision of the Government, and for the explanation of my demands I have sent this letter, and the presentation of the circumstances to the Government is upon you, and may you remain safe.

(Seal of Sheikh Mubarak.)

True translation:
(Signed) S. G. KNOX, Major,
Political Agent.

Inclosure 4 in No. 3.

Translation of the Draft Agreement, not yet signed, showing progress of the negotiations.

IN the name of God, the Exalted.

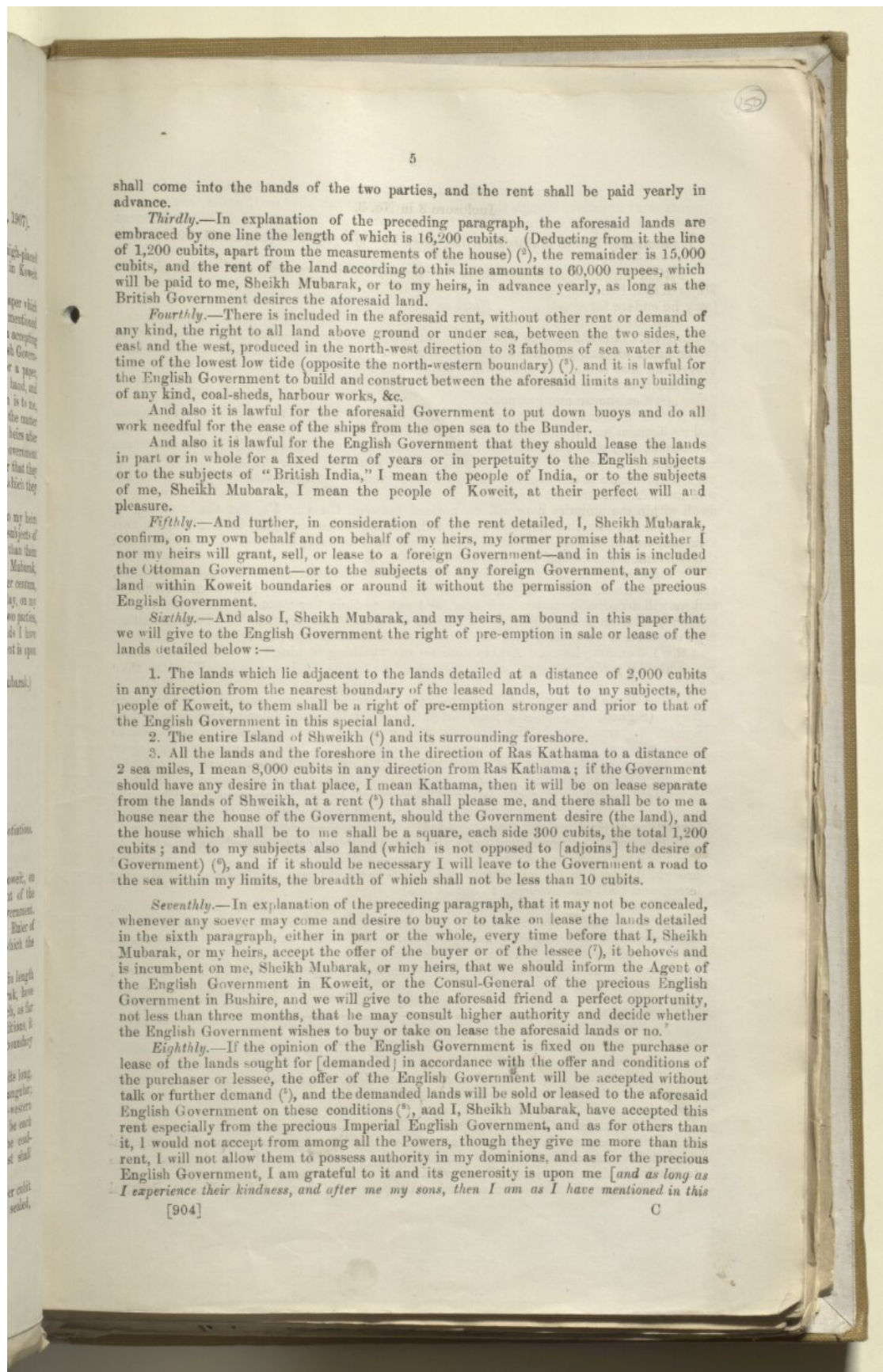
This Agreement is from me, Sheikh Mubarak-us-Subah, Ruler of Koweit, on behalf of myself and on behalf of my heirs, to Major Knox, Political Agent of the precious Imperial English Government at Koweit, on behalf of the English Government.

The reason of writing this paper is that I, Sheikh Mubarak-us-Subah, Ruler of Koweit, have leased in perpetuity to the English Government the land, of which the boundaries are detailed below, south of Bunder Shweikh.

First.—The boundary of the land on the north-west shall be 7,500 cubits in length in a straight line, and situated in it the coal-house which I, Sheikh Mubarak, have constructed in these days in the aforesaid land, and the straight line shall march, as far as possible, corresponding with the sea line; but, apart from these two conditions, it shall be lawful to the English Government to draw this direct north-western boundary at their choice and pleasure.

And, secondly, the eastern side and the western side shall be each 600 cubits long, and the southern side shall be 7,500 cubits long, and the whole land shall be rectangular; and of this land there shall be to me, Sheikh Mubarak, of it a plot, on the north-western side of which shall be the coal-house aforesaid, the four sides of which shall be each 300 cubits long, the total 1,200 cubits long (apart from the dimensions of the coal-house) (1), and opposite the house—I mean the coal-house—to the north-west shall belong to me, Sheikh Mubarak.

Secondly.—The rent of the land aforesaid shall be counted at 4 rupees per cubit yearly, which shall flow from the day that this paper, duly agreed, signed, and sealed,



shall come into the hands of the two parties, and the rent shall be paid yearly in advance.

Thirdly.—In explanation of the preceding paragraph, the aforesaid lands are embraced by one line the length of which is 16,200 cubits. (Deducting from it the line of 1,200 cubits, apart from the measurements of the house) ^(*), the remainder is 15,000 cubits, and the rent of the land according to this line amounts to 60,000 rupees, which will be paid to me, Sheikh Mubarak, or to my heirs, in advance yearly, as long as the British Government desires the aforesaid land.

Fourthly.—There is included in the aforesaid rent, without other rent or demand of any kind, the right to all land above ground or under sea, between the two sides, the east and the west, produced in the north-west direction to 3 fathoms of sea water at the time of the lowest low tide (opposite the north-western boundary) ^(*), and it is lawful for the English Government to build and construct between the aforesaid limits any building of any kind, coal-sheds, harbour works, &c.

And also it is lawful for the aforesaid Government to put down buoys and do all work needful for the ease of the ships from the open sea to the Bunder.

And also it is lawful for the English Government that they should lease the lands in part or in whole for a fixed term of years or in perpetuity to the English subjects or to the subjects of "British India," I mean the people of India, or to the subjects of me, Sheikh Mubarak, I mean the people of Koweit, at their perfect will and pleasure.

Fifthly.—And further, in consideration of the rent detailed, I, Sheikh Mubarak, confirm, on my own behalf and on behalf of my heirs, my former promise that neither I nor my heirs will grant, sell, or lease to a foreign Government—and in this is included the Ottoman Government—or to the subjects of any foreign Government, any of our land within Koweit boundaries or around it without the permission of the precious English Government.

Sixthly.—And also I, Sheikh Mubarak, and my heirs, am bound in this paper that we will give to the English Government the right of pre-emption in sale or lease of the lands detailed below:—

1. The lands which lie adjacent to the lands detailed at a distance of 2,000 cubits in any direction from the nearest boundary of the leased lands, but to my subjects, the people of Koweit, to them shall be a right of pre-emption stronger and prior to that of the English Government in this special land.

2. The entire Island of Shweikh ^(*) and its surrounding foreshore.

3. All the lands and the foreshore in the direction of Ras Kathama to a distance of 2 sea miles, I mean 8,000 cubits in any direction from Ras Kathama; if the Government should have any desire in that place, I mean Kathama, then it will be on lease separate from the lands of Shweikh, at a rent ^(*) that shall please me, and there shall be to me a house near the house of the Government, should the Government desire (the land), and the house which shall be to me shall be a square, each side 300 cubits, the total 1,200 cubits; and to my subjects also land (which is not opposed to [adjoins] the desire of Government) ^(*), and if it should be necessary I will leave to the Government a road to the sea within my limits, the breadth of which shall not be less than 10 cubits.

Seventhly.—In explanation of the preceding paragraph, that it may not be concealed, whenever any soever may come and desire to buy or to take on lease the lands detailed in the sixth paragraph, either in part or the whole, every time before that I, Sheikh Mubarak, or my heirs, accept the offer of the buyer or of the lessee ^(*), it behoves and is incumbent on me, Sheikh Mubarak, or my heirs, that we should inform the Agent of the English Government in Koweit, or the Consul-General of the precious English Government in Bushire, and we will give to the aforesaid friend a perfect opportunity, not less than three months, that he may consult higher authority and decide whether the English Government wishes to buy or take on lease the aforesaid lands or no.

Eighthly.—If the opinion of the English Government is fixed on the purchase or lease of the lands sought for [demanded] in accordance with the offer and conditions of the purchaser or lessee, the offer of the English Government will be accepted without talk or further demand ^(*), and the demanded lands will be sold or leased to the aforesaid English Government on these conditions ^(*), and I, Sheikh Mubarak, have accepted this rent especially from the precious Imperial English Government, and as for others than it, I would not accept from among all the Powers, though they give me more than this rent, I will not allow them to possess authority in my dominions, and as for the precious English Government, I am grateful to it and its generosity is upon me [and as long as I experience their kindness, and after me my sons, then I am as I have mentioned in this



paper], and I will not consent that a Government other than them of the Governments shall interfere, though they will give me more than this rent, and I hope, please God, that this graciousness to me from the precious Imperial English Government will endure to me and to my heirs after me, and (I hope for) the permanence of their care and kindness.

Notes by Political Agent.

(¹) *I.e.*, we are not to deduct the dimensions of the coal-house, say, 100 cubits in circumference, and give the Sheikh 1,100 cubits. It is to be a clear 1,200 cubits (north-west side 300 cubits), in which the coal-house is to be placed somewhere, preferably at Sheikh Mubarak's option.

(²) Coal-house and compound.

(³) The object of the insertion of these words is to show that our boundary follows the 3-fathom line, and is not a direct line drawn between the 3-fathom points at the extremities of the east and west sides produced. A sketch showing the waving 3-fathom line was given by me to Sheikh Mubarak in the course of these negotiations.

(⁴) There are existing fishing rights here granted by a previous Sheikh to a section of the "Awazin."

(⁵) The ambiguity here will be noticed between the two 5's, but the meaning is fairly clear. Sheikh Mubarak will not sell, but only lease his rights in Kathama. This destroys value of the ready acceptance of an offer of sale, but, to avoid suspicion and discussion, I was compelled to let it stand.

(⁶) Part of another of Sheikh Mubarak's interpolations. It seems harmless, but obscure. A better Arabic scholar than myself may understand exactly what is meant, but I do not understand how land can "adjoin" or "not oppose" a desire, nor exactly what is meant by the "desire of the British Government." The explanation given to me is "any land that the British Government do not want."

(⁷) Would-be lessee. Arabic word means "wishing to hire."

(⁸) *Viz.*, conditions on which the would-be buyer or lessee was willing to take the land.

The words in italics and between brackets seemed to me impossible to accept, as they would make the lease a lease on sufferance. These words were twice inserted by Sheikh Mubarak, but in the afternoon of the 19th August he eventually consented to their omission. In the same afternoon he told me that he objected to the signing of the Agreement, but that he would inclose the draft copied out fairly by his own secretary, with a covering letter in which he would say that he approved the draft and would exchange it for a letter of acceptance signed by me as soon as I was fully authorized to accept. There seemed to be no reasonable objection to this course, so I agreed.

The draft, duly copied out, with the objectionable words omitted, was handed by the Sheikh's Secretary Abdul Aziz-bin-Salim-bin-Badar to my Moolla Abdulla, who brought it to me on the morning of the 20th August. There was, however, no covering letter, and I am endeavouring to obtain one.

A slight addition was made to sixthly (2), "only the fishing-nets are to me, Sheikh Mubarak." These fish-nets or weirs are, from their nature, confined to the broad shallow flats to the east, north, and north-west of the island. Should it be used for a quarantine station, it would be necessary to buy out the fishermen, which would probably be done cheaply enough. Otherwise, from the point of view of harbour works, the fishing-nets do not obstruct, and might well be let alone.

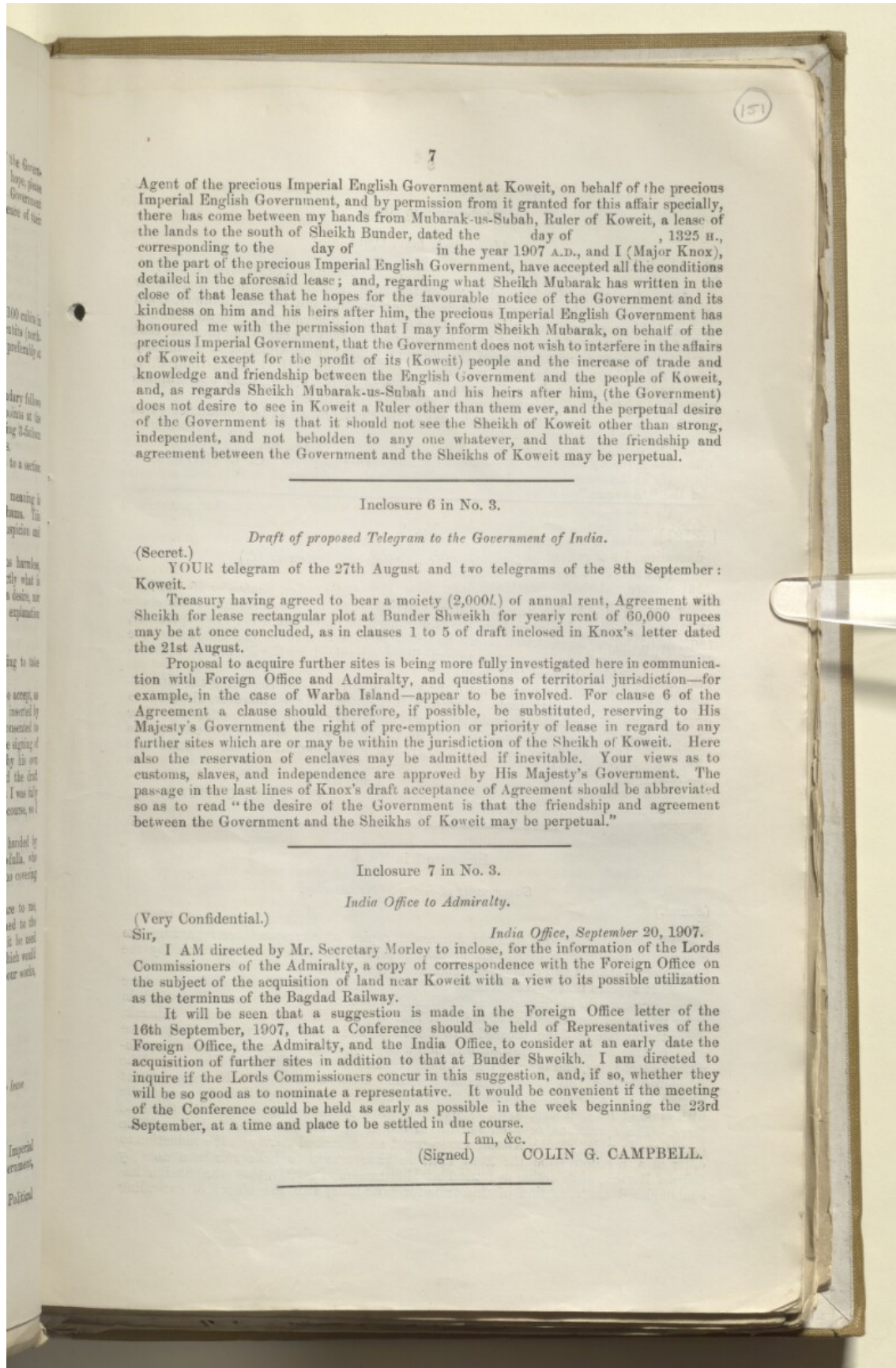
Inclosure 5 in No. 3.

Translation of proposed Draft Acceptance of Sheikh Mubarak's Agreement to lease Bunder Shweikh Foreshore.

IN the name of God, the Exalted.

This Agreement is from me (Major Knox), Political Agent of the precious Imperial English Government in Koweit, on behalf of the precious Imperial English Government, to Sheikh Mubarak-us-Subah, Ruler of Koweit.

And afterwards the reason of writing this paper is that I (Major Knox), Political



7
Agent of the precious Imperial English Government at Koweit, on behalf of the precious Imperial English Government, and by permission from it granted for this affair specially, there has come between my hands from Mubarak-us-Subah, Ruler of Koweit, a lease of the lands to the south of Sheikh Bunder, dated the day of 1325 H., corresponding to the day of in the year 1907 A.D., and I (Major Knox), on the part of the precious Imperial English Government, have accepted all the conditions detailed in the aforesaid lease; and, regarding what Sheikh Mubarak has written in the close of that lease that he hopes for the favourable notice of the Government and its kindness on him and his heirs after him, the precious Imperial English Government has honoured me with the permission that I may inform Sheikh Mubarak, on behalf of the precious Imperial Government, that the Government does not wish to interfere in the affairs of Koweit except for the profit of its (Koweit) people and the increase of trade and knowledge and friendship between the English Government and the people of Koweit, and, as regards Sheikh Mubarak-us-Subah and his heirs after him, (the Government) does not desire to see in Koweit a Ruler other than them ever, and the perpetual desire of the Government is that it should not see the Sheikh of Koweit other than strong, independent, and not beholden to any one whatever, and that the friendship and agreement between the Government and the Sheikhs of Koweit may be perpetual.

Inclosure 6 in No. 3.

Draft of proposed Telegram to the Government of India.

(Secret.)

YOUR telegram of the 27th August and two telegrams of the 8th September: Koweit.

Treasury having agreed to bear a moiety (2,000L) of annual rent, Agreement with Sheikh for lease rectangular plot at Bunder Shweikh for yearly rent of 60,000 rupees may be at once concluded, as in clauses 1 to 5 of draft inclosed in Knox's letter dated the 21st August.

Proposal to acquire further sites is being more fully investigated here in communication with Foreign Office and Admiralty, and questions of territorial jurisdiction—for example, in the case of Warba Island—appear to be involved. For clause 6 of the Agreement a clause should therefore, if possible, be substituted, reserving to His Majesty's Government the right of pre-emption or priority of lease in regard to any further sites which are or may be within the jurisdiction of the Sheikh of Koweit. Here also the reservation of enclaves may be admitted if inevitable. Your views as to customs, slaves, and independence are approved by His Majesty's Government. The passage in the last lines of Knox's draft acceptance of Agreement should be abbreviated so as to read "the desire of the Government is that the friendship and agreement between the Government and the Sheikhs of Koweit may be perpetual."

Inclosure 7 in No. 3.

India Office to Admiralty.

(Very Confidential.)

Sir,

India Office, September 20, 1907.

I AM directed by Mr. Secretary Morley to inclose, for the information of the Lords Commissioners of the Admiralty, a copy of correspondence with the Foreign Office on the subject of the acquisition of land near Koweit with a view to its possible utilization as the terminus of the Bagdad Railway.

It will be seen that a suggestion is made in the Foreign Office letter of the 16th September, 1907, that a Conference should be held of Representatives of the Foreign Office, the Admiralty, and the India Office, to consider at an early date the acquisition of further sites in addition to that at Bunder Shweikh. I am directed to inquire if the Lords Commissioners concur in this suggestion, and, if so, whether they will be so good as to nominate a representative. It would be convenient if the meeting of the Conference could be held as early as possible in the week beginning the 23rd September, at a time and place to be settled in due course.

I am, &c.

(Signed)

COLIN G. CAMPBELL.



8

Inclosure 8 in No. 3.

Admiralty to India Office.

(Confidential.)

Admiralty, September 24, 1907.

Sir,

IN reply to your Confidential letter of the 20th instant, respecting the question of the acquisition of land near Koweit, in connection with the Bagdad Railway, I am commanded by my Lords Commissioners of the Admiralty to acquaint you, for the information of the Secretary of State for India in Council, that they concur in the proposal that a Conference of representatives of the Foreign Office, India Office, and Admiralty should be held to consider this question, and that Captain H. G. King-Hall, C.B., D.S.O., R.N., accompanied by Captain T. H. Tizard, C.B., F.R.S., R.N., and Captain R. C. Temple, R.M.A., will attend on behalf of this Department.

I am to request that the time and place of the Conference may be communicated as soon as possible.

I am, &c.

(Signed) C. I. THOMAS.

[32181]

No. 4.

India Office to Foreign Office.—(Received September 26.)

Sir,

India Office, September 25, 1907.

I AM directed by Mr. Secretary Morley to inclose, for the consideration of Secretary Sir E. Grey, a copy of a letter from the Government of India dated the 5th September, 1907, as to the measures which should be taken in consequence of the conduct of the Sheikh of Koweit in taking part in an expedition organized by the Sheikh of Mohammerah against his rebellious tribesmen.

Mr. Morley would be glad to learn the views of Sir E. Grey regarding the alternative proposals made in paragraphs 5 and 6 of this letter. He is, however, disposed to think that it would be better to avoid taking any immediate action to give effect to either of them, having regard to the negotiations for the purchase of land at Koweit and the expediency of proceeding slowly in the gradual establishment of our position and relations with the Sheikh.

I am, &c.

(Signed) COLIN G. CAMPBELL.

Inclosure 1 in No. 4.

Government of India to Mr. Morley.

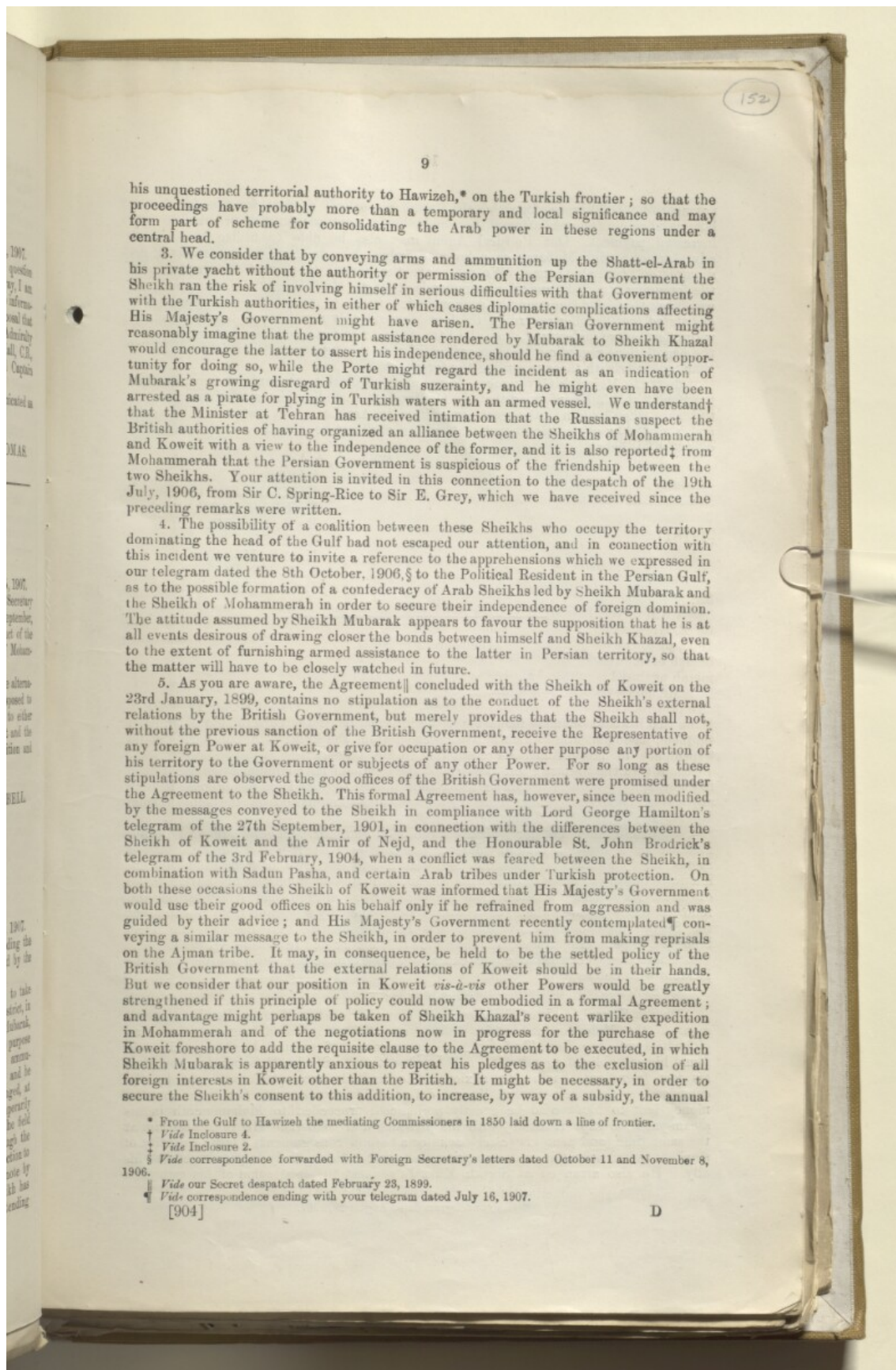
(Secret.)

Sir,

Simla, September 5, 1907.

WE have the honour to forward herewith copies of correspondence regarding the conduct of the Sheikh of Koweit in taking part in an expedition organized by the Sheikh of Mohammerah against his rebellious tribesmen.

2. It appears that Sheikh Khazal of Mohammerah found himself obliged to take strong measures, in his capacity as Persian Governor of the Mohammerah district, in order to compel the tribesmen of the Beni Truf to pay their revenue. Sheikh Mubarak, about the middle of June, proceeded to Mohammerah in his steam-yacht for the purpose of supporting his friend. He took with him a large quantity of small arms and ammunition, water-skins, and other articles which he handed over to Sheikh Khazal, and he subsequently sent his vessel back for a second consignment. He also arranged, at Sheikh Khazal's request, to garrison the Mohammerah outpost of Kasbeh temporarily with some of his own men, so as to free the Arab garrison for service with the field force. The operations resulted in the surrender of the Beni Truf. Although the operations in which Sheikh Khazal was engaged are described merely as the reduction to order of a rebellious tribe the Beni Truf, we have reason to believe from a note by Colonel Burton, when acting as Consul at Mohammerah in 1904, that the Sheikh has contemplated the reduction of this tribe for some time, with the object of extending



his unquestioned territorial authority to Hawizeh,* on the Turkish frontier; so that the proceedings have probably more than a temporary and local significance and may form part of scheme for consolidating the Arab power in these regions under a central head.

3. We consider that by conveying arms and ammunition up the Shatt-el-Arab in his private yacht without the authority or permission of the Persian Government the Sheikh ran the risk of involving himself in serious difficulties with that Government or with the Turkish authorities, in either of which cases diplomatic complications affecting His Majesty's Government might have arisen. The Persian Government might reasonably imagine that the prompt assistance rendered by Mubarak to Sheikh Khazal would encourage the latter to assert his independence, should he find a convenient opportunity for doing so, while the Porte might regard the incident as an indication of Mubarak's growing disregard of Turkish suzerainty, and he might even have been arrested as a pirate for plying in Turkish waters with an armed vessel. We understand† that the Minister at Tehran has received intimation that the Russians suspect the British authorities of having organized an alliance between the Sheikhs of Mohammerah and Koweit with a view to the independence of the former, and it is also reported‡ from Mohammerah that the Persian Government is suspicious of the friendship between the two Sheikhs. Your attention is invited in this connection to the despatch of the 19th July, 1906, from Sir C. Spring-Rice to Sir E. Grey, which we have received since the preceding remarks were written.

4. The possibility of a coalition between these Sheikhs who occupy the territory dominating the head of the Gulf had not escaped our attention, and in connection with this incident we venture to invite a reference to the apprehensions which we expressed in our telegram dated the 8th October, 1906,§ to the Political Resident in the Persian Gulf, as to the possible formation of a confederacy of Arab Sheikhs led by Sheikh Mubarak and the Sheikh of Mohammerah in order to secure their independence of foreign dominion. The attitude assumed by Sheikh Mubarak appears to favour the supposition that he is at all events desirous of drawing closer the bonds between himself and Sheikh Khazal, even to the extent of furnishing armed assistance to the latter in Persian territory, so that the matter will have to be closely watched in future.

5. As you are aware, the Agreement|| concluded with the Sheikh of Koweit on the 23rd January, 1899, contains no stipulation as to the conduct of the Sheikh's external relations by the British Government, but merely provides that the Sheikh shall not, without the previous sanction of the British Government, receive the Representative of any foreign Power at Koweit, or give for occupation or any other purpose any portion of his territory to the Government or subjects of any other Power. For so long as these stipulations are observed the good offices of the British Government were promised under the Agreement to the Sheikh. This formal Agreement has, however, since been modified by the messages conveyed to the Sheikh in compliance with Lord George Hamilton's telegram of the 27th September, 1901, in connection with the differences between the Sheikh of Koweit and the Amir of Nejd, and the Honourable St. John Brodrick's telegram of the 3rd February, 1904, when a conflict was feared between the Sheikh, in combination with Sadun Pasha, and certain Arab tribes under Turkish protection. On both these occasions the Sheikh of Koweit was informed that His Majesty's Government would use their good offices on his behalf only if he refrained from aggression and was guided by their advice; and His Majesty's Government recently contemplated¶ conveying a similar message to the Sheikh, in order to prevent him from making reprisals on the Ajman tribe. It may, in consequence, be held to be the settled policy of the British Government that the external relations of Koweit should be in their hands. But we consider that our position in Koweit vis-à-vis other Powers would be greatly strengthened if this principle of policy could now be embodied in a formal Agreement; and advantage might perhaps be taken of Sheikh Khazal's recent warlike expedition in Mohammerah and of the negotiations now in progress for the purchase of the Koweit foreshore to add the requisite clause to the Agreement to be executed, in which Sheikh Mubarak is apparently anxious to repeat his pledges as to the exclusion of all foreign interests in Koweit other than the British. It might be necessary, in order to secure the Sheikh's consent to this addition, to increase, by way of a subsidy, the annual

* From the Gulf to Hawizeh the mediating Commissioners in 1850 laid down a line of frontier.

† Vide Inclosure 4.

‡ Vide Inclosure 2.

§ Vide correspondence forwarded with Foreign Secretary's letters dated October 11 and November 8, 1906.

¶ Vide our Secret despatch dated February 23, 1899.

|| Vide correspondence ending with your telegram dated July 16, 1907.

[904]



payment of 60,000 rupees for which the Sheikh has asked* as rent for the foreshore; but we should of course attempt to obtain his consent without the promise of any increased payment. Our Political Agent may also be able to utilize this recent adventure of Sheikh Mubarak as a lever to induce him to give us the reservations required on reasonable terms. We now have the honour to request your sanction to the foregoing proposal; and, if it commends itself to His Majesty's Government, we would ask that your views may be communicated to us by telegraph, since the Sheikh has stated that his offer regarding the foreshore will only remain open for two months with effect, as we understand, from the 14th August; and it would be convenient that the negotiations regarding the proposed addition to the Agreement should be conducted simultaneously with those regarding the foreshore.

6. If His Majesty's Government do not approve of this proposal we consider that the Sheikh should be informed that the Government of India take strong exception to the share taken by him in the recent expedition in Arabistan, and that, unless he seeks and is guided by our advice in such matters, we shall not be able to exercise our good offices on his behalf.

We have, &c.
(Signed) MINTO.
KITCHENER.
H. ERLE RICHARDS.
E. N. BAKER.
C. H. SCOTT.
H. ADAMSON.
J. F. FINLAY.
J. O. MILLER.

Inclosure 2 in No. 4.

Major Cox to Government of India.

Bushire, July 28, 1907.

I HAVE the honour to forward, for the information of the Government of India, a copy of a communication which I have received from the Political Agent at Koweit on the subject of Sheikh Mubarak's recent visit to Mohammerah.

2. On receipt, before I left Bushire, of the demi-official communication mentioned in paragraph 3 thereof, I let Major Knox know informally that I did not propose to take any action until I had received further and parallel illumination on the subject from His Majesty's Consul at Mohammerah.

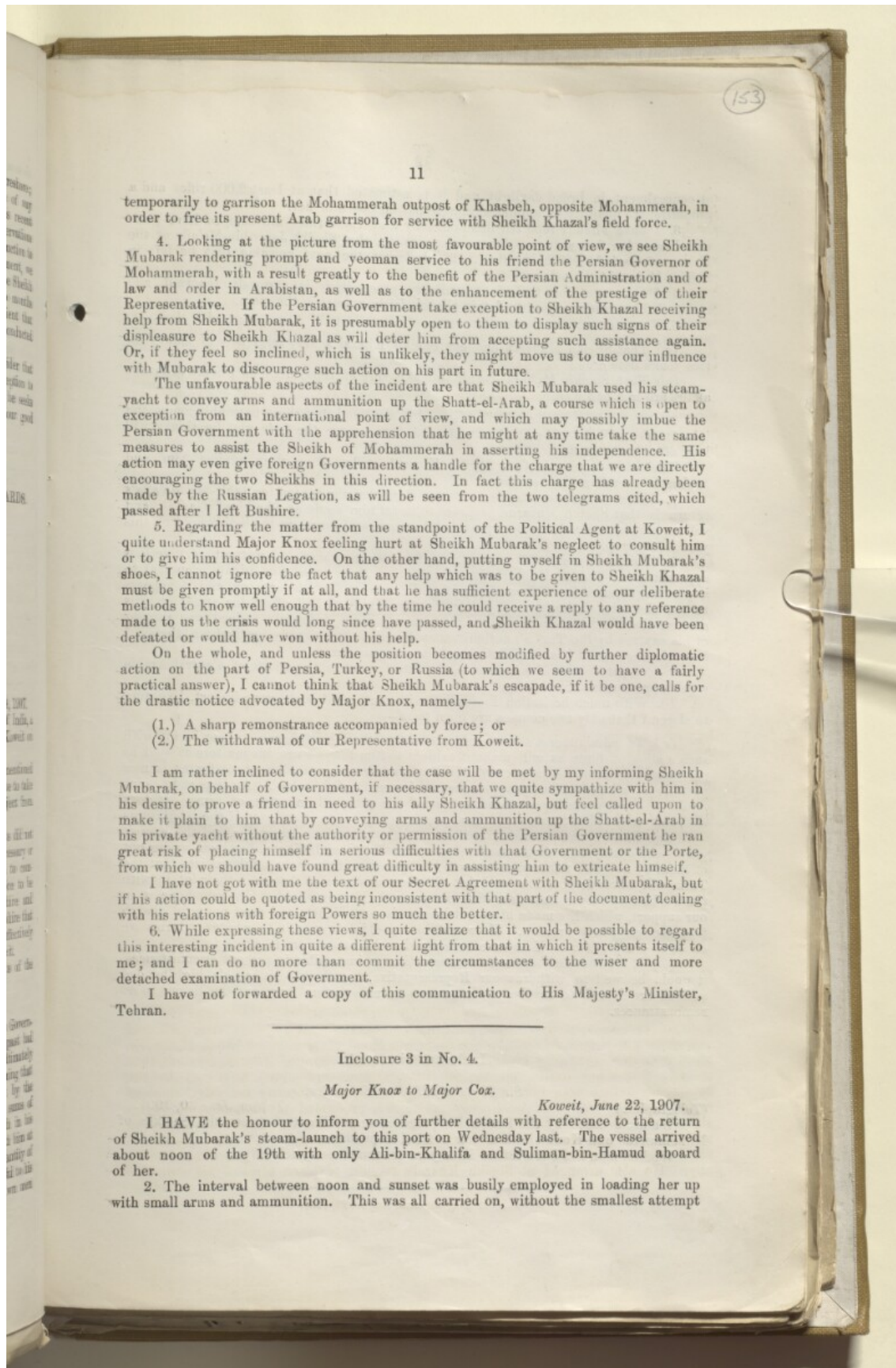
Up to the time I left for Shiraz on the 26th June Mr. McDouall's reports did not give me the impression that any deterrent action on my part was either necessary or useful, nor indeed was any possible, as I was not in any case in a position to communicate quickly or satisfactorily with Sheikh Mubarak in time for my advice to be of use. Major Knox's letter now inclosed arrived after I had left Bushire and followed me to Shiraz, where, on arrival, I ascertained by telegraph from Bushire that the Sheikh of Mohammerah's operations had terminated, that he had effectively brought the Beni Truf to heel, and that Sheikh Mubarak had returned to Koweit.

Under these circumstances we can afford to examine the several aspects of the incident with deliberation.

3. Stated briefly the position was as follows:—

Sheikh Khazal, in his official capacity of Governor, on behalf of the Persian Government, of the Mohammerah district and appauages, having for a long time past had difficulties with the Beni Truf, owing to non-payment of revenue by them, ultimately found himself obliged to take the field against them. Sheikh Mubarak, learning that his fast friend was having an anxious time, and also prompted no doubt by the consideration that were Sheikh Khazal defeated his own security for large sums of money lent to him would be greatly prejudiced, proceeded to Mohammerah in his steam-yacht to support his ally with his presence and counsels. He took with him at the same time (and sent his vessel back for a second consignment) a large quantity of small arms and ammunition, water-skins, and other articles likely to prove useful to his ally. He also arranged at Sheikh Khazal's request to place some of his own men

* Vide our telegram dated August 28, 1907.



temporarily to garrison the Mohammerah outpost of Khasbeh, opposite Mohammerah, in order to free its present Arab garrison for service with Sheikh Khazal's field force.

4. Looking at the picture from the most favourable point of view, we see Sheikh Mubarak rendering prompt and yeoman service to his friend the Persian Governor of Mohammerah, with a result greatly to the benefit of the Persian Administration and of law and order in Arabistan, as well as to the enhancement of the prestige of their Representative. If the Persian Government take exception to Sheikh Khazal receiving help from Sheikh Mubarak, it is presumably open to them to display such signs of their displeasure to Sheikh Khazal as will deter him from accepting such assistance again. Or, if they feel so inclined, which is unlikely, they might move us to use our influence with Mubarak to discourage such action on his part in future.

The unfavourable aspects of the incident are that Sheikh Mubarak used his steam-yacht to convey arms and ammunition up the Shatt-el-Arab, a course which is open to exception from an international point of view, and which may possibly imbue the Persian Government with the apprehension that he might at any time take the same measures to assist the Sheikh of Mohammerah in asserting his independence. His action may even give foreign Governments a handle for the charge that we are directly encouraging the two Sheikhs in this direction. In fact this charge has already been made by the Russian Legation, as will be seen from the two telegrams cited, which passed after I left Bushire.

5. Regarding the matter from the standpoint of the Political Agent at Koweit, I quite understand Major Knox feeling hurt at Sheikh Mubarak's neglect to consult him or to give him his confidence. On the other hand, putting myself in Sheikh Mubarak's shoes, I cannot ignore the fact that any help which was to be given to Sheikh Khazal must be given promptly if at all, and that he has sufficient experience of our deliberate methods to know well enough that by the time he could receive a reply to any reference made to us the crisis would long since have passed, and Sheikh Khazal would have been defeated or would have won without his help.

On the whole, and unless the position becomes modified by further diplomatic action on the part of Persia, Turkey, or Russia (to which we seem to have a fairly practical answer), I cannot think that Sheikh Mubarak's escapade, if it be one, calls for the drastic notice advocated by Major Knox, namely—

- (1.) A sharp remonstrance accompanied by force; or
- (2.) The withdrawal of our Representative from Koweit.

I am rather inclined to consider that the case will be met by my informing Sheikh Mubarak, on behalf of Government, if necessary, that we quite sympathize with him in his desire to prove a friend in need to his ally Sheikh Khazal, but feel called upon to make it plain to him that by conveying arms and ammunition up the Shatt-el-Arab in his private yacht without the authority or permission of the Persian Government he ran great risk of placing himself in serious difficulties with that Government or the Porte, from which we should have found great difficulty in assisting him to extricate himself.

I have not got with me the text of our Secret Agreement with Sheikh Mubarak, but if his action could be quoted as being inconsistent with that part of the document dealing with his relations with foreign Powers so much the better.

6. While expressing these views, I quite realize that it would be possible to regard this interesting incident in quite a different light from that in which it presents itself to me; and I can do no more than commit the circumstances to the wiser and more detached examination of Government.

I have not forwarded a copy of this communication to His Majesty's Minister, Tehran.

Inclosure 3 in No. 4.

Major Knox to Major Cox.

Koweit, June 22, 1907.

I HAVE the honour to inform you of further details with reference to the return of Sheikh Mubarak's steam-launch to this port on Wednesday last. The vessel arrived about noon of the 19th with only Ali-bin-Khalifa and Suliman-bin-Hamud aboard of her.

2. The interval between noon and sunset was busily employed in loading her up with small arms and ammunition. This was all carried on, without the smallest attempt



at concealment, in broad daylight, and it is estimated that at least 2,000 rifles and a proportionate quantity of ammunition were put on board of her.

3. I have already reported demi-officially that 1,500 rifles are said to have gone with her on her first voyage. I have also reported that Sheikh Jabir-bin-Mo'alla of the Nasser of Gashah left for up-river. I only learnt the next morning that he left in Sheikh Mubarak's launch.

4. The reason for these extraordinary proceedings is variously reported, and and probably erroneously as to detail, though fairly correct in the main.

5. The two undisputed assertions are—

(a.) That Sheikh Mubarak has lent Sheikh Khazal a very large sum of money on this year's date crop;

(b.) That Sheikh Mubarak wants to make sure of repayment, as Sheikh Khazal's affairs are in a bad way.

6. One report goes that Sheikh Khazal is dead and that there is trouble about the inheritance, and that Sheikh Mubarak wishes to secure the heir who he thinks will look after his interests.

The other version is that Sheikh Khazal's tribes have risen against him, and Mubarak is sending him assistance.

7. Those who support the first rumour state that the reason for Jabir-bin-Mo'alla's return is that Sheikh Mubarak proposes to instal him again as Sheikh of Gasbah, and will support him in that position provided he secures Mubarak in the enjoyment of this year's date crop.

8. Whichever version is correct, the facts seem enough to warrant very serious apprehension. Sheikh Mubarak is openly using a large vessel (his private property) to import large quantities of arms into either Persian or Turkish territory, and it appears to me that the authorities of either country might try and effect his arrest on this account alone and we should have nothing to say in his defence. Indeed, one rumour of his capture by the Turkish authorities at Bussorah has already reached me, though I am inclined to treat it as a wild flight of the imagination.

9. Compared with this escapade, the interference in the affairs of Central Arabia would appear mere child's play.

10. With much hesitation in dealing with matters of such grave import, I venture to suggest that only two courses are open to us—

(a.) To administer a sharp remonstrance to Sheikh Mubarak, supporting it with such a show of force as will make it evident to him that we are his masters as well as protectors and mean to be so, and insist on the scrupulous fulfilment, so far as is now possible, of all the various promises that he has made and broken. An important point would be the deportation of three or four of the principal importers of arms. It does not seem to me that there would be any serious local opposition, even if the inhabitants were capable of such opposition, for Sheikh Mubarak's rule is unpopular, and the Koweit people say openly that all the money he has sent to Sheikh Khazal has been wrung out of them by new and unheard-of taxes. I fully believe that the Sheikh realizes that the Turks will never forgive him, and that the Germans have so thrown in their lot in with the Turks that they cannot deal with him sincerely if they would. His only hope is in our support, which has made him what he now is—the richest and most powerful Sheikh that Koweit has ever seen. He would, in my opinion, submit to whatever terms we chose to compel him to, if he were once convinced that we were in earnest.

(b.) If it is decided that such drastic action is impossible in present circumstances, it would be well to withdraw our Representative, for Sheikh Mubarak's high-handed actions are bound to involve us in serious trouble before long, and he listens to no remonstrances.

Inclosure 4 in No. 4.

Sir C. Spring-Rice to Major Cox.

Tehran, June 30, 1907.

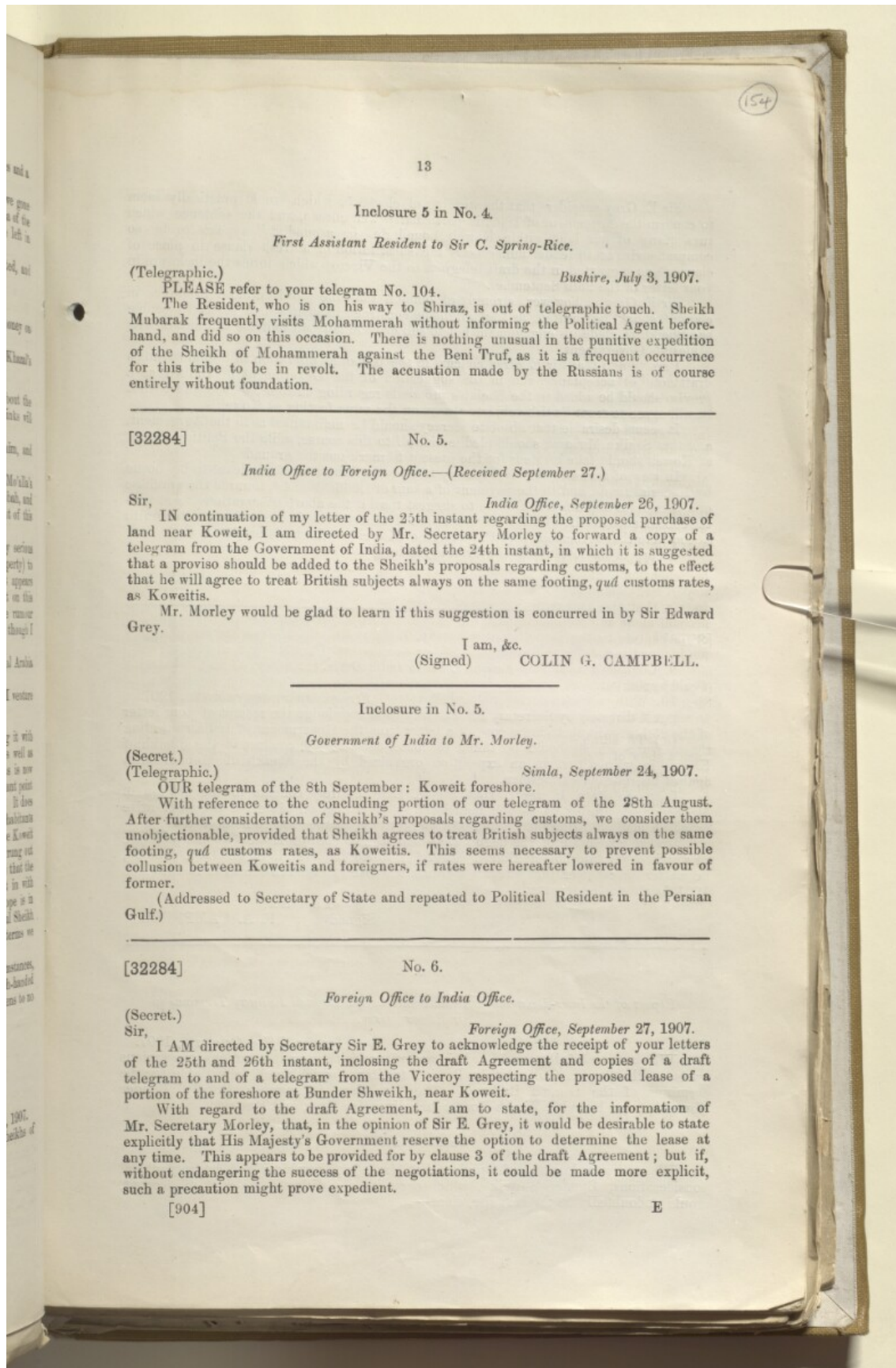
(Telegraphic.)

We are accused by the Russians of organizing an alliance between the Sheikhs of Mohammerah and Koweit with a view to the independence of the former.

Wicked man! Please let me have your observations by telegraph.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٥٤] [٢٩٤/٦٥]



13

Inclosure 5 in No. 4.

First Assistant Resident to Sir C. Spring-Rice.

(Telegraphic.)

Bushire, July 3, 1907.

PLEASE refer to your telegram No. 104.

The Resident, who is on his way to Shiraz, is out of telegraphic touch. Sheikh Mubarak frequently visits Mohammerah without informing the Political Agent beforehand, and did so on this occasion. There is nothing unusual in the punitive expedition of the Sheikh of Mohammerah against the Beni Truf, as it is a frequent occurrence for this tribe to be in revolt. The accusation made by the Russians is of course entirely without foundation.

[32284]

No. 5.

India Office to Foreign Office.—(Received September 27.)

Sir,

India Office, September 26, 1907.

IN continuation of my letter of the 25th instant regarding the proposed purchase of land near Koweit, I am directed by Mr. Secretary Morley to forward a copy of a telegram from the Government of India, dated the 24th instant, in which it is suggested that a proviso should be added to the Sheikh's proposals regarding customs, to the effect that he will agree to treat British subjects always on the same footing, *quid* customs rates, as Koweitis.

Mr. Morley would be glad to learn if this suggestion is concurred in by Sir Edward Grey.

I am, &c.
(Signed) COLIN G. CAMPBELL.

Inclosure in No. 5.

Government of India to Mr. Morley.

(Secret.)

(Telegraphic.)

Simla, September 24, 1907.

OUR telegram of the 8th September: Koweit foreshore.

With reference to the concluding portion of our telegram of the 28th August. After further consideration of Sheikh's proposals regarding customs, we consider them unobjectionable, provided that Sheikh agrees to treat British subjects always on the same footing, *quid* customs rates, as Koweitis. This seems necessary to prevent possible collusion between Koweitis and foreigners, if rates were hereafter lowered in favour of former.

(Addressed to Secretary of State and repeated to Political Resident in the Persian Gulf.)

[32284]

No. 6.

Foreign Office to India Office.

(Secret.)

Sir,

Foreign Office, September 27, 1907.

I AM directed by Secretary Sir E. Grey to acknowledge the receipt of your letters of the 25th and 26th instant, inclosing the draft Agreement and copies of a draft telegram to and of a telegram from the Viceroy respecting the proposed lease of a portion of the foreshore at Bunder Shweikh, near Koweit.

With regard to the draft Agreement, I am to state, for the information of Mr. Secretary Morley, that, in the opinion of Sir E. Grey, it would be desirable to state explicitly that His Majesty's Government reserve the option to determine the lease at any time. This appears to be provided for by clause 3 of the draft Agreement; but if, without endangering the success of the negotiations, it could be made more explicit, such a precaution might prove expedient.

[904]

E



Sir E. Grey considers that the wording of clause 5, which would practically seem to confirm the Agreement of 1899, is particularly well chosen, and the sentence which runs "any of our land within Koweit boundaries or around it" appears to be so comprehensive as to render unnecessary the substitution of a fresh clause in place of clause 6, as suggested in the draft telegram to the Viceroy which forms the inclosure in your letter of the 25th September.

Sir E. Grey is, however, strongly of opinion that the words printed in italics in clause 8 should be omitted, as they might be construed in such a manner as to enable the Sheikh to elude his engagement not to sell or cede land without the consent of His Majesty's Government.

I am to add that Sir E. Grey concurs in the proposed alteration in Captain Knox's draft note of acceptance, and in the suggestion of the Government of India that a proviso should be added to the Sheikh's proposals regarding customs, to the effect that he will agree to treat British subjects always on the same footing as Koweitis.

It seems desirable that absolute secrecy should be maintained as to the Agreement, and that Sheikh Mubarak should pledge himself to this course, while the Political Agent at Koweit should take no steps for the present to mark out the ground.

In view of the assent of the Treasury to allow half the cost of the lease to be borne by Imperial funds, and to the payment of a sum of 1,666l. 13s. 4d. towards the purchase of a launch for Captain Knox, I am to suggest that, if the above observations meet with the concurrence of Mr. Morley, the Government of India should be authorized forthwith to conclude the Agreement with the Sheikh of Koweit on the basis proposed.

A copy of the letter from the Treasury is inclosed.

I am, &c.
(Signed) F. A. CAMPBELL.

[32181]

No. 7.

Foreign Office to India Office.

(Confidential.)

Sir,

Foreign Office, September 28, 1907.

I AM directed by Secretary Sir E. Grey to acknowledge the receipt of your letter of the 25th instant, inclosing a copy of a letter from the Government of India respecting the measures which should be taken in consequence of the conduct of the Sheikh of Koweit in taking part in an expedition organized by the Sheikh of Mohammerah against his rebellious tribesmen.

I am to state, in reply, that Sir E. Grey entirely concurs in the opinion of Mr. Secretary Morley as to the inadvisability of acting on either of the alternative proposals made in paragraphs 5 and 6 of the letter from the Government of India.

On the conclusion of the negotiations with the Sheikh of Koweit for the purchase of a strip of the foreshore at Bunder Shweikh, it would, however, in Sir E. Grey's opinion, be matter for consideration whether the warnings given to Sheikh Mubarak in 1901 and 1904 should not be repeated.

I am, &c.
(Signed) F. A. CAMPBELL.

No. 8.

Report of the Inter-Departmental Conference on the Bagdad Railway Terminus to Sir Edward Grey.

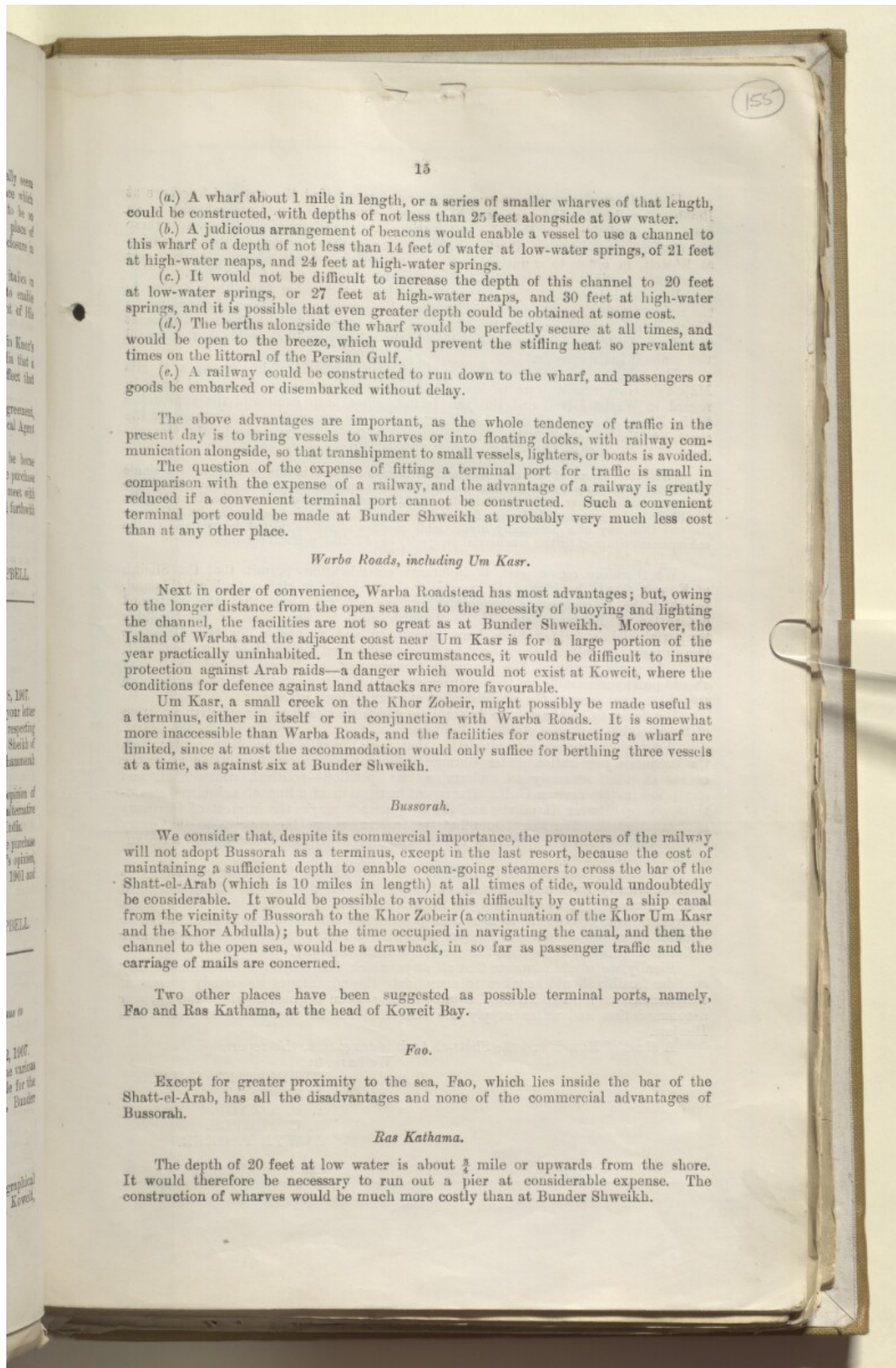
Sir,

Foreign Office, October 2, 1907.

WE have carefully considered, in accordance with your instructions, the various ports on the Persian Gulf, not in Persian territory, which would be suitable for the terminus of the Bagdad Railway. They are three in number, namely, Bunder Shweikh (near Koweit), Warba Roads, including Um Kasr, and Bussorah.

Bunder Shweikh.

We are unanimously of opinion that, from topographical and hydrographical considerations, Bunder Shweikh, which occupies a position south-west of Koweit, would undoubtedly be the best site, since—



- (a) A wharf about 1 mile in length, or a series of smaller wharves of that length, could be constructed, with depths of not less than 25 feet alongside at low water.
- (b) A judicious arrangement of beacons would enable a vessel to use a channel to this wharf of a depth of not less than 14 feet of water at low-water springs, of 21 feet at high-water neaps, and 24 feet at high-water springs.
- (c) It would not be difficult to increase the depth of this channel to 20 feet at low-water springs, or 27 feet at high-water neaps, and 30 feet at high-water springs, and it is possible that even greater depth could be obtained at some cost.
- (d) The berths alongside the wharf would be perfectly secure at all times, and would be open to the breeze, which would prevent the stifling heat so prevalent at times on the littoral of the Persian Gulf.
- (e) A railway could be constructed to run down to the wharf, and passengers or goods be embarked or disembarked without delay.

The above advantages are important, as the whole tendency of traffic in the present day is to bring vessels to wharves or into floating docks, with railway communication alongside, so that transhipment to small vessels, lighters, or boats is avoided.

The question of the expense of fitting a terminal port for traffic is small in comparison with the expense of a railway, and the advantage of a railway is greatly reduced if a convenient terminal port cannot be constructed. Such a convenient terminal port could be made at Bunder Shweikh at probably very much less cost than at any other place.

Warba Roads, including Um Kasr.

Next in order of convenience, Warba Roadstead has most advantages; but, owing to the longer distance from the open sea and to the necessity of buoying and lighting the channel, the facilities are not so great as at Bunder Shweikh. Moreover, the Island of Warba and the adjacent coast near Um Kasr is for a large portion of the year practically uninhabited. In these circumstances, it would be difficult to insure protection against Arab raids—a danger which would not exist at Koweit, where the conditions for defence against land attacks are more favourable.

Um Kasr, a small creek on the Khor Zobeir, might possibly be made useful as a terminus, either in itself or in conjunction with Warba Roads. It is somewhat more inaccessible than Warba Roads, and the facilities for constructing a wharf are limited, since at most the accommodation would only suffice for berthing three vessels at a time, as against six at Bunder Shweikh.

Bussorah.

We consider that, despite its commercial importance, the promoters of the railway will not adopt Bussorah as a terminus, except in the last resort, because the cost of maintaining a sufficient depth to enable ocean-going steamers to cross the bar of the Shatt-el-Arab (which is 10 miles in length) at all times of tide, would undoubtedly be considerable. It would be possible to avoid this difficulty by cutting a ship canal from the vicinity of Bussorah to the Khor Zobeir (a continuation of the Khor Um Kasr and the Khor Abdulla); but the time occupied in navigating the canal, and then the channel to the open sea, would be a drawback, in so far as passenger traffic and the carriage of mails are concerned.

Two other places have been suggested as possible terminal ports, namely, Fao and Ras Kathama, at the head of Koweit Bay.

Fao.

Except for greater proximity to the sea, Fao, which lies inside the bar of the Shatt-el-Arab, has all the disadvantages and none of the commercial advantages of Bussorah.

Ras Kathama.

The depth of 20 feet at low water is about $\frac{3}{4}$ mile or upwards from the shore. It would therefore be necessary to run out a pier at considerable expense. The construction of wharves would be much more costly than at Bunder Shweikh.



Under these circumstances we strongly recommend that the strip of foreshore at Bunder Shweikh should be acquired as proposed, since (a) it would undoubtedly be an asset in negotiations for British participation in the railway; and (b) even if these negotiations were to prove abortive, it would be expedient to consolidate our position at Koweit, in order to counterbalance the prejudicial effects of any German port which may possibly be constructed in the neighbourhood at some future time.

But, while we hold that the leasing of land at Bunder Shweikh is a step in the right direction, we do not consider that the possession of this harbour alone by Great Britain would exclude the Germans from access to the Persian Gulf. It would no doubt render our co-operation in the railway more desirable, but it would not make it indispensable.

The position of this country would indeed be incalculably stronger if His Majesty's Government were to secure rights of pre-emption or priority of lease in regard to Warba Island and Bubiyan Island, since both command the approaches to the Khor Abdulla and Khor Um Kasr, as also the commodious anchorage on the south of Warba Island. We entirely concur in the view expressed by the Government of India in their letter of the 4th February, 1904, namely, that—

"With the shores of the mainland and of Bubiyan Island in the possession of a single Power, the anchorages below Um Kasr and at Warba Island can at any time be converted into an impregnable harbour, and even if the day is still distant when the banks of the Khor Abdulla are likely to be armed with foreign forts or batteries, the undivided occupation by a German Railway Company of a potentially invulnerable position is not calculated to conduce to the enhancement either of British commercial prosperity or of British political prestige."

We therefore recommend, if diplomatic considerations permit, that the Sheikh of Koweit should be invited to specify the nature of his claims to Warba Island, to which he is understood frequently to have referred; and that the continued occupation of Bubiyan Island by a Turkish post, in derogation of the Sheikh's territorial claims (which have been recognized and supported by His Majesty's Government), should be neutralized by the establishment forthwith of a Koweiti post, with the countenance of His Majesty's Government, on Warba Island, or, if that should prove undesirable, on the northern shore of Bubiyan Island. If practicable, we would even recommend the establishment of posts on both islands.

We desire to emphasize the importance which we attach to the effective assertion of the Sheikh's territorial claims to Bubiyan.

We wish to record our conviction that, once the railway has been constructed, the economic penetration under German influence will be so formidable as in the course of time seriously to undermine our position—political, commercial, and strategic—in the Persian Gulf. The recent institution of a line of subsidized steamships plying between Hamburg and the Gulf already marks the interest of Germany in those regions. We would therefore venture to express the conclusion that every effort should be made to insure a fair measure of British control over the terminus of the Bagdad Railway.

We do not, however, feel confident that we possess the means absolutely to debar Germany from acquiring an outlet on the Gulf; and this outlet, though at first commercial, might eventually be transformed into a strategic base, but by steps so gradual and clandestine as to render protests difficult or impracticable. In these circumstances we cannot but express the opinion that it is in the highest degree desirable to come to terms with the promoters of the Railway.

Finally, we would advocate that all steps which His Majesty's Government may consider feasible should be taken to consolidate the advantages we already possess at the entrance to the Persian Gulf, notably at Musandim Peninsula (where the harbour accommodation and water supply are adequate) and at the Islands of Kishm and Henjam.

A chart of Koweit and the Shatt-el-Arab is annexed to this report.

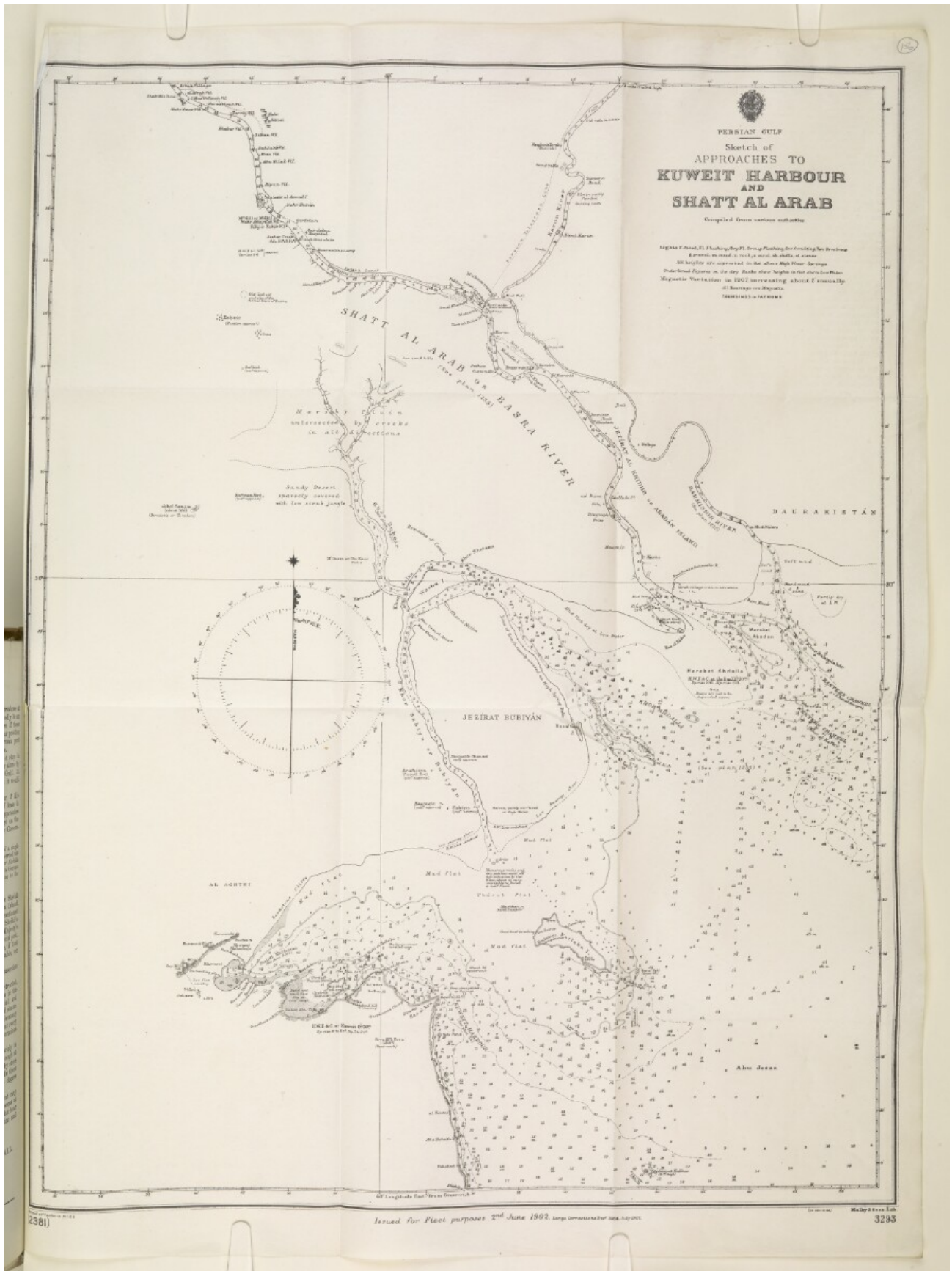
We have, &c.

(Signed)

HERBERT KING-HALL.
J. E. FERARD.
T. H. TIZARD.
R. C. TEMPLE.
ALWYN PARKER.

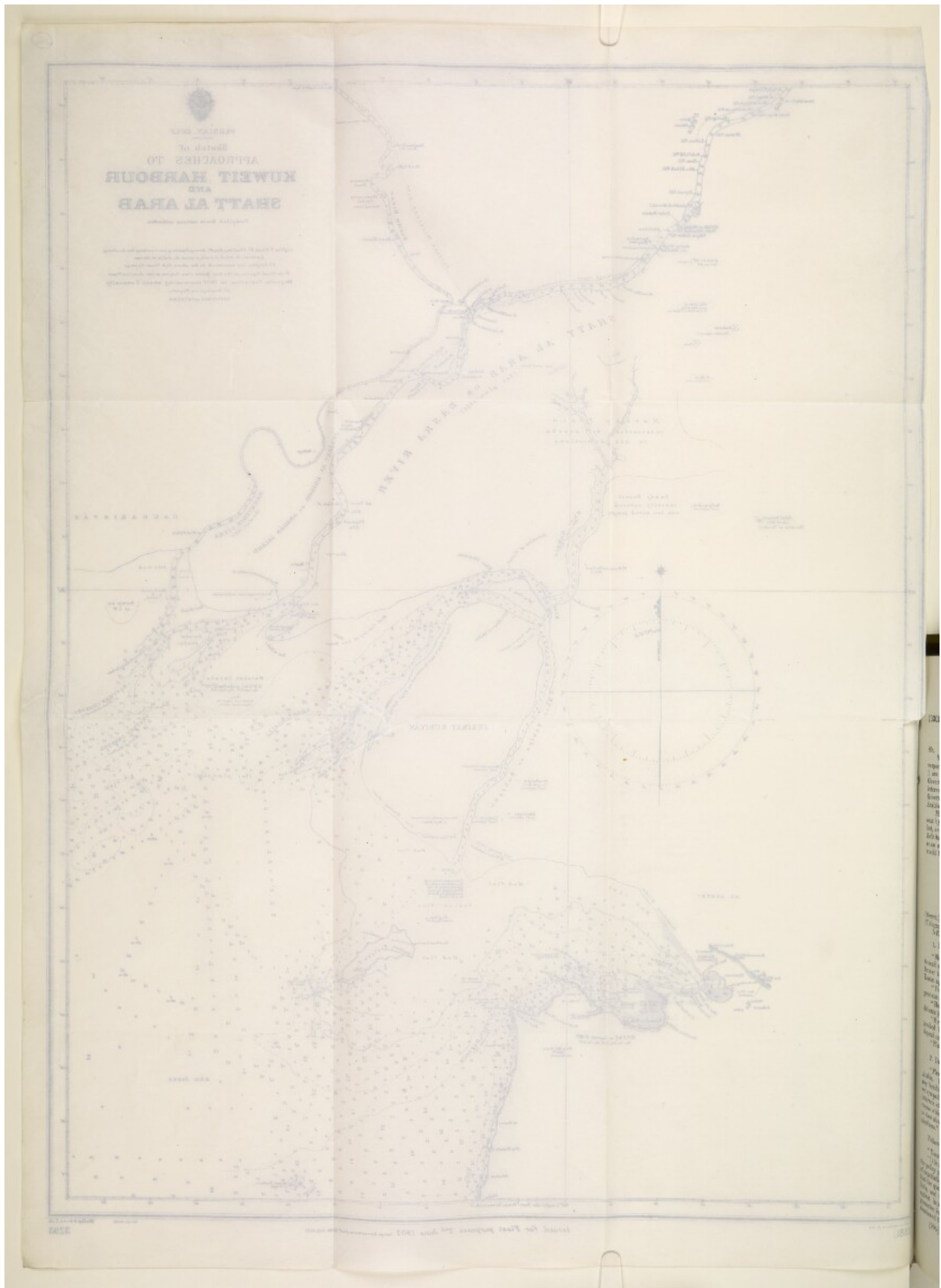


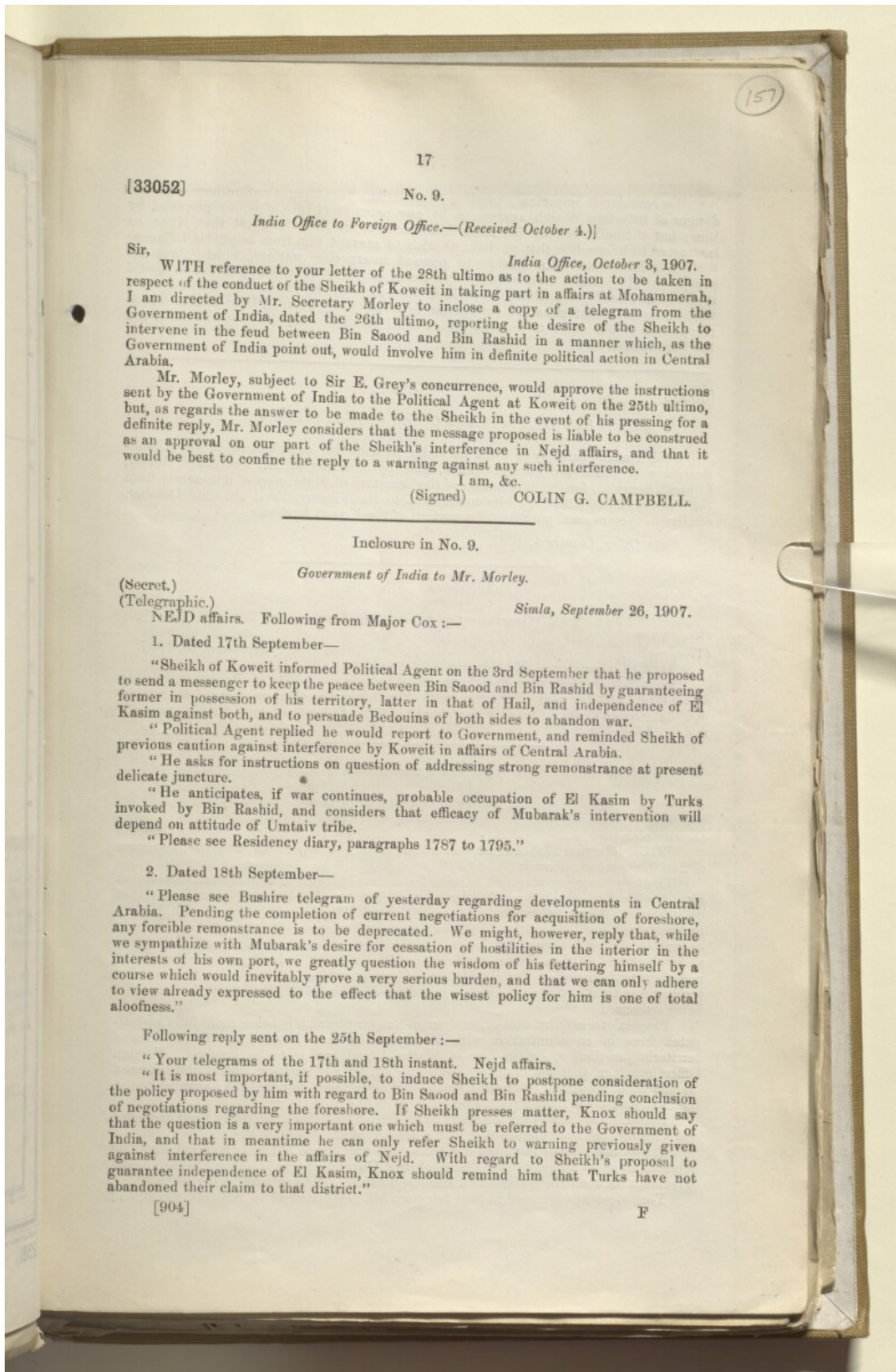
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٥٦] [٢٩٤/٦٩]





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٥٦ ظ] (٢٩٤/٧٠)





17

[33052]

No. 9.

India Office to Foreign Office.—(Received October 4.)

Sir,

India Office, October 3, 1907.

WITH reference to your letter of the 28th ultimo as to the action to be taken in respect of the conduct of the Sheikh of Kuwait in taking part in affairs at Mohammerah, I am directed by Mr. Secretary Morley to inclose a copy of a telegram from the Government of India, dated the 26th ultimo, reporting the desire of the Sheikh to intervene in the feud between Bin Saood and Bin Rashid in a manner which, as the Government of India point out, would involve him in definite political action in Central Arabia.

Mr. Morley, subject to Sir E. Grey's concurrence, would approve the instructions sent by the Government of India to the Political Agent at Kuwait on the 25th ultimo, but, as regards the answer to be made to the Sheikh in the event of his pressing for a definite reply, Mr. Morley considers that the message proposed is liable to be construed as an approval on our part of the Sheikh's interference in Nejd affairs, and that it would be best to confine the reply to a warning against any such interference.

I am, &c.

(Signed) COLIN G. CAMPBELL.

Inclosure in No. 9.

Government of India to Mr. Morley.

(Secret.)

(Telegraphic.)

Simla, September 26, 1907.

NEJD affairs. Following from Major Cox:—

1. Dated 17th September—

"Sheikh of Kuwait informed Political Agent on the 3rd September that he proposed to send a messenger to keep the peace between Bin Saood and Bin Rashid by guaranteeing former in possession of his territory, latter in that of Hail, and independence of El Kasim against both, and to persuade Bedouins of both sides to abandon war.

"Political Agent replied he would report to Government, and reminded Sheikh of previous caution against interference by Kuwait in affairs of Central Arabia.

"He asks for instructions on question of addressing strong remonstrance at present delicate juncture.

"He anticipates, if war continues, probable occupation of El Kasim by Turks invoked by Bin Rashid, and considers that efficacy of Mubarak's intervention will depend on attitude of Umtaiv tribe.

"Please see Residency diary, paragraphs 1787 to 1795."

2. Dated 18th September—

"Please see Bushire telegram of yesterday regarding developments in Central Arabia. Pending the completion of current negotiations for acquisition of foreshore, any forcible remonstrance is to be deprecated. We might, however, reply that, while we sympathize with Mubarak's desire for cessation of hostilities in the interior in the interests of his own port, we greatly question the wisdom of his fettering himself by a course which would inevitably prove a very serious burden, and that we can only adhere to view already expressed to the effect that the wisest policy for him is one of total aloofness."

Following reply sent on the 25th September:—

"Your telegrams of the 17th and 18th instant. Nejd affairs.

"It is most important, if possible, to induce Sheikh to postpone consideration of the policy proposed by him with regard to Bin Saood and Bin Rashid pending conclusion of negotiations regarding the foreshore. If Sheikh presses matter, Knox should say that the question is a very important one which must be referred to the Government of India, and that in meantime he can only refer Sheikh to warning previously given against interference in the affairs of Nejd. With regard to Sheikh's proposal to guarantee independence of El Kasim, Knox should remind him that Turks have not abandoned their claim to that district."

[904]

F



We consider it important, pending negotiations regarding the foreshore, to avoid danger of irritating Sheikh against us by any peremptory veto of policy proposed by him; but if Sheikh presses for immediate decision, we would suggest that Knox be instructed to inform him that we have no wish to prevent him from using his influence with Bin Saood and Bin Rashid to prevent internecine warfare, which threatens prosperity of Sheikh's own country and trade, but that proposed guarantees would involve him in definite political action in Central Arabia, and cannot be allowed. We venture to think that situation emphasizes desirability of obtaining from Sheikh formal recognition of our right to control his external relations (*vide* our despatch dated the 5th September).

[33053]

No. 10.

India Office to Foreign Office. — (Received October 4.)

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State for Foreign Affairs, and, by direction of Mr. Secretary Morley, forwards herewith, for the information of the Secretary of State, copy of a telegram from the Viceroy, dated the 29th September, and to the Viceroy, dated the 2nd October, relative to the proposed purchase of a portion of the Koweit foreshore.

India Office, October 4, 1907.

Inclosure 1 in No. 10.

Government of India to Mr. Morley.

(Secret.)

(Telegraphic.)

September 29, 1907.

KOWEIT foreshore: My telegram of 24th ultimo.

Knox now reports that Sheikh proposes to levy on goods of British merchants uniform rate of 4 per cent. on invoice value. In this connection, we venture to remind you that Sheikh's offer of lease of foreshore will, it is understood, only remain open till middle of October.

Inclosure 2 in No. 10.

Mr. Morley to Government of India.

(Secret.)

(Telegraphic.)

India Office, October 2, 1907.

YOUR telegram 27th August, two telegrams of 8th September, and your telegram of 24th September: Koweit.

Treasury having now agreed to refund a moiety (2,000L.) of annual rent, Agreement with Sheikh for lease of rectangular plot at Bunder Shweikh for yearly rental of 60,000 rupees may now be concluded, as in clauses 1-5 of draft inclosed with Knox's letter 21st August. Condition in clause 3 as to payment of 60,000 rupees a year only as long as British Government desires the land is, however, so important that words should be added to that clause, if this is possible without endangering success of the negotiations, to the effect that His Majesty's Government reserve the option to determine lease at any time, and that the money would cease to be paid in the event of such option being exercised.

Proposal to acquire sites other than at Bunder Shweikh is being more fully investigated here in communication with Foreign Office and Admiralty, and questions of territorial jurisdiction, *e.g.*, in case of Warba Island, appear to be involved. Foreign Office consider that wording in clause 5, viz., "any of our land within Koweit boundaries or around it," is useful, and should be retained, but that the words printed in italics in clause 8 should certainly be omitted.

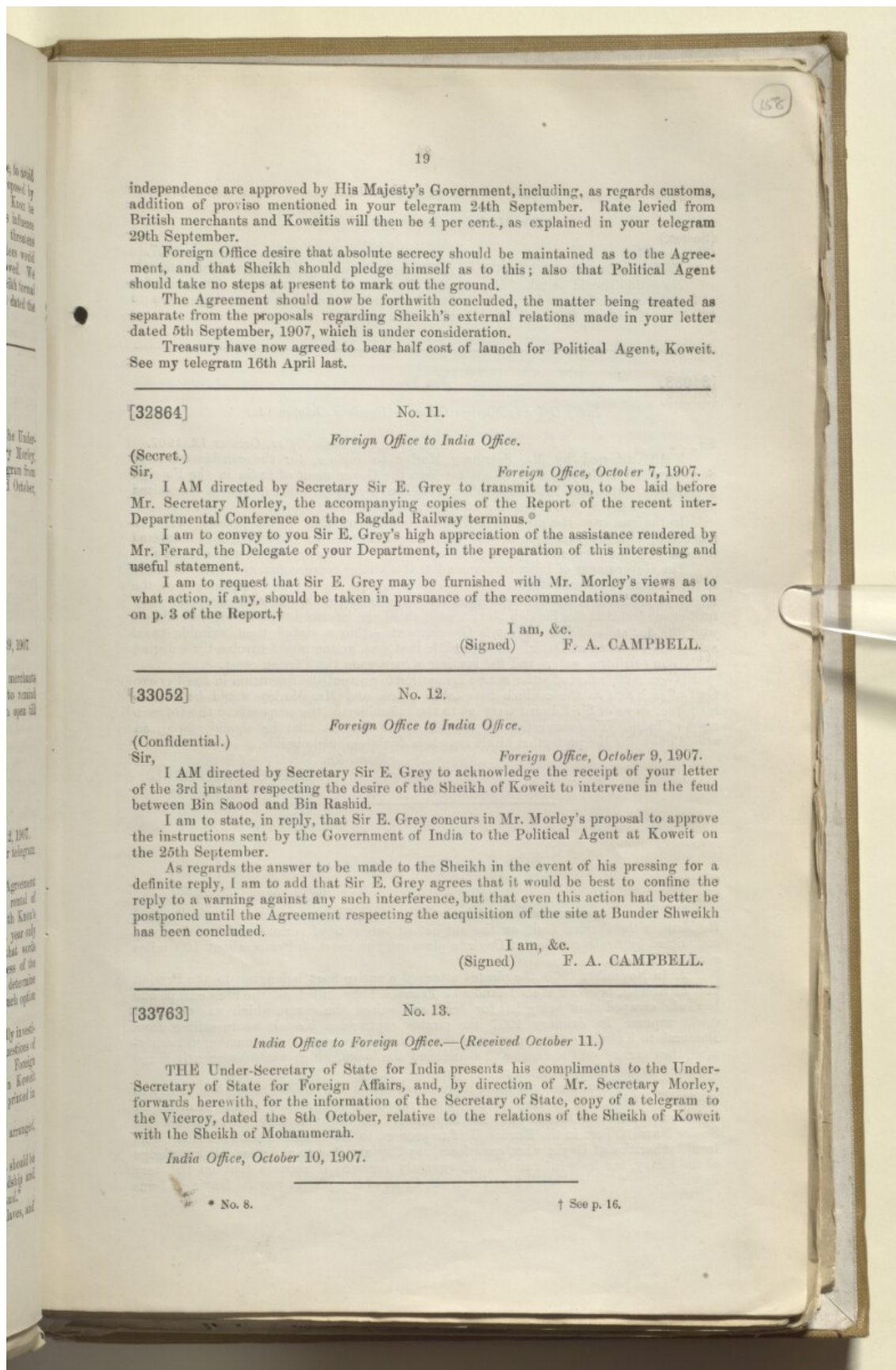
I understand from your telegram 27th August that this has already been arranged, and with this omission clauses 6, 7, and 8 are accepted.

The passage in the last lines of Knox's draft acceptance of the Agreement should be abbreviated so as to read "the desire of the Government is that the friendship and agreement between the Government and the Sheikhs of Koweit may be perpetual."

Your views as expressed in your telegram 8th September as to customs, slaves, and



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي"
١٩٠٧. [١٥٨و] [٢٩٤/٧٣]



19

independence are approved by His Majesty's Government, including, as regards customs, addition of proviso mentioned in your telegram 24th September. Rate levied from British merchants and Koweitis will then be 4 per cent., as explained in your telegram 29th September.

Foreign Office desire that absolute secrecy should be maintained as to the Agreement, and that Sheikh should pledge himself as to this; also that Political Agent should take no steps at present to mark out the ground.

The Agreement should now be forthwith concluded, the matter being treated as separate from the proposals regarding Sheikh's external relations made in your letter dated 5th September, 1907, which is under consideration.

Treasury have now agreed to bear half cost of launch for Political Agent, Kuwait. See my telegram 16th April last.

[32864]

No. 11.

Foreign Office to India Office.

(Secret.)

Sir,

Foreign Office, October 7, 1907.

I AM directed by Secretary Sir E. Grey to transmit to you, to be laid before Mr. Secretary Morley, the accompanying copies of the Report of the recent inter-Departmental Conference on the Bagdad Railway terminus.^o

I am to convey to you Sir E. Grey's high appreciation of the assistance rendered by Mr. Ferard, the Delegate of your Department, in the preparation of this interesting and useful statement.

I am to request that Sir E. Grey may be furnished with Mr. Morley's views as to what action, if any, should be taken in pursuance of the recommendations contained on on p. 3 of the Report.[†]

I am, &c.

(Signed) F. A. CAMPBELL.

[33052]

No. 12.

Foreign Office to India Office.

(Confidential.)

Sir,

Foreign Office, October 9, 1907.

I AM directed by Secretary Sir E. Grey to acknowledge the receipt of your letter of the 3rd instant respecting the desire of the Sheikh of Kuwait to intervene in the feud between Bin Saood and Bin Rashid.

I am to state, in reply, that Sir E. Grey concurs in Mr. Morley's proposal to approve the instructions sent by the Government of India to the Political Agent at Kuwait on the 25th September.

As regards the answer to be made to the Sheikh in the event of his pressing for a definite reply, I am to add that Sir E. Grey agrees that it would be best to confine the reply to a warning against any such interference, but that even this action had better be postponed until the Agreement respecting the acquisition of the site at Bunder Shweikh has been concluded.

I am, &c.

(Signed) F. A. CAMPBELL.

[33763]

No. 13.

India Office to Foreign Office.—(Received October 11.)

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State for Foreign Affairs, and, by direction of Mr. Secretary Morley, forwards herewith, for the information of the Secretary of State, copy of a telegram to the Viceroy, dated the 8th October, relative to the relations of the Sheikh of Kuwait with the Sheikh of Mohammerah.

India Office, October 10, 1907.

* No. 8.

† See p. 16.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٥٨ ظ] (٢٩٤/٧٤)

20

Inclosure in No. 13.

Mr. Morley to Government of India.

(Secret.)

(Telegraphic.)

India Office, October 8, 1907.

YOUR letter dated 5th September, paragraphs 5 and 6 : Koweit and Mohammerah. No action should be taken at present in direction of either proposal. On conclusion of foreshore negotiations it will be matter for consideration whether warnings given to Sheikh of Koweit in 1901 and 1904 should not be repeated.

[34083]

No. 14.

India Office to Foreign Office.—(Received October 14.)

Sir,

India Office, October 12, 1907.

I AM directed by Mr. Secretary Morley to inclose, for the consideration of Secretary Sir E. Grey, a copy of a letter from the Government of India in the Foreign Department, dated the 12th September, 1907, on the subject of two acts of organized piracy committed by Arabs residing at Dayir, on the Persian coast.

In the one case the crew of a Persian boat, consisting of six persons, were all murdered, with the exception of one boy, who escaped. In the other, the murdered persons were the crew and passengers of a Koweiti boom numbering twenty-nine in all.

The Government of India recommend that a strong representation should be made to the Persian Government with a view to securing the capture and punishment of the offenders and full pecuniary reparation for the sufferers in the Koweit case, and they further suggest that the Persian Government should be informed that, failing compliance with the demands of His Majesty's Government within a stated time, suitable naval action will be taken at Dayir. It is possible that such action might involve the entering of Persian territorial waters and the landing of men upon the Persian coast.

It seems clear that effective action is required to prevent the repetition in the Persian Gulf of such acts as those which have taken place, and Mr. Morley would be glad to learn the views of Sir Edward Grey as to the suitability of the proposals of the Government of India. The suggestion of the Sheikh of Koweit that he should employ an armed dhow for the protection of his vessels is doubtless inadmissible.

I am, &c.

(Signed) COLIN G. CAMPBELL.

Inclosure 1 in No. 14.

Government of India to Mr. Morley.

(Secret.)

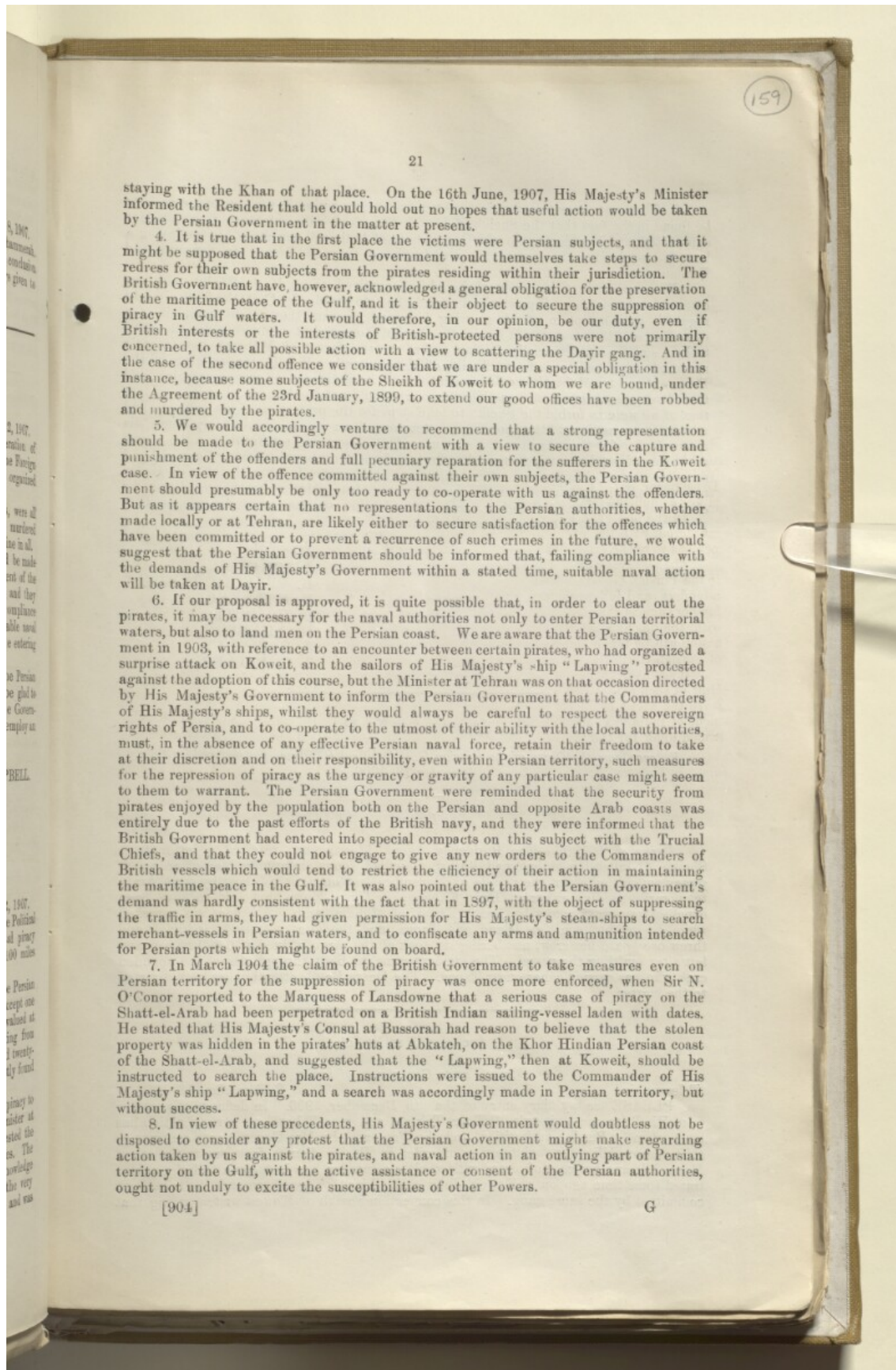
Sir,

Simla, September 12, 1907.

WE have the honour to forward herewith a copy of correspondence with the Political Resident in the Persian Gulf on the subject of two acts of serious and brutal piracy committed by Arabs residing at Dayir, a place on the coast of Persia about 100 miles south of Bushire.

2. In November 1906 the pirates attacked a native boat belonging to the Persian port of Shivoh, between Keis Island and Taona. They killed all the crew except one boy, who escaped after being left for dead, and seized the cargo, which was valued at 6,000 rupees. In January 1907 the pirates captured a Koweit boom sailing from Bussorah to Koweit. After murdering the crew and passengers, who numbered twenty-nine, they carried off the cargo and abandoned the boom, which was subsequently found stranded on the Island of Amair.

3. The Political Resident made representations on the subject of the first piracy to the Derya Begi, but as they produced no result he telegraphed to the Minister at Tehran and informed him of what had happened. At the same time he requested the Senior Naval Officer in the Persian Gulf to proceed to Dayir and make inquiries. The local authorities at Dayir, when questioned by Captain Bowman, denied all knowledge of the piracy, but from information subsequently received it appears that on the very day when the "Sphinx" called at Dayir the Chief of the pirates was in Dayir and was



staying with the Khan of that place. On the 16th June, 1907, His Majesty's Minister informed the Resident that he could hold out no hopes that useful action would be taken by the Persian Government in the matter at present.

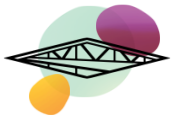
4. It is true that in the first place the victims were Persian subjects, and that it might be supposed that the Persian Government would themselves take steps to secure redress for their own subjects from the pirates residing within their jurisdiction. The British Government have, however, acknowledged a general obligation for the preservation of the maritime peace of the Gulf, and it is their object to secure the suppression of piracy in Gulf waters. It would therefore, in our opinion, be our duty, even if British interests or the interests of British-protected persons were not primarily concerned, to take all possible action with a view to scattering the Dayir gang. And in the case of the second offence we consider that we are under a special obligation in this instance, because some subjects of the Sheikh of Koweit to whom we are bound, under the Agreement of the 23rd January, 1899, to extend our good offices have been robbed and murdered by the pirates.

5. We would accordingly venture to recommend that a strong representation should be made to the Persian Government with a view to secure the capture and punishment of the offenders and full pecuniary reparation for the sufferers in the Koweit case. In view of the offence committed against their own subjects, the Persian Government should presumably be only too ready to co-operate with us against the offenders. But as it appears certain that no representations to the Persian authorities, whether made locally or at Tehran, are likely either to secure satisfaction for the offences which have been committed or to prevent a recurrence of such crimes in the future, we would suggest that the Persian Government should be informed that, failing compliance with the demands of His Majesty's Government within a stated time, suitable naval action will be taken at Dayir.

6. If our proposal is approved, it is quite possible that, in order to clear out the pirates, it may be necessary for the naval authorities not only to enter Persian territorial waters, but also to land men on the Persian coast. We are aware that the Persian Government in 1903, with reference to an encounter between certain pirates, who had organized a surprise attack on Koweit, and the sailors of His Majesty's ship "Lapwing" protested against the adoption of this course, but the Minister at Tehran was on that occasion directed by His Majesty's Government to inform the Persian Government that the Commanders of His Majesty's ships, whilst they would always be careful to respect the sovereign rights of Persia, and to co-operate to the utmost of their ability with the local authorities, must, in the absence of any effective Persian naval force, retain their freedom to take at their discretion and on their responsibility, even within Persian territory, such measures for the repression of piracy as the urgency or gravity of any particular case might seem to them to warrant. The Persian Government were reminded that the security from pirates enjoyed by the population both on the Persian and opposite Arab coasts was entirely due to the past efforts of the British navy, and they were informed that the British Government had entered into special compacts on this subject with the Trucial Chiefs, and that they could not engage to give any new orders to the Commanders of British vessels which would tend to restrict the efficiency of their action in maintaining the maritime peace in the Gulf. It was also pointed out that the Persian Government's demand was hardly consistent with the fact that in 1897, with the object of suppressing the traffic in arms, they had given permission for His Majesty's steam-ships to search merchant-vessels in Persian waters, and to confiscate any arms and ammunition intended for Persian ports which might be found on board.

7. In March 1904 the claim of the British Government to take measures even on Persian territory for the suppression of piracy was once more enforced, when Sir N. O'Connor reported to the Marquess of Lansdowne that a serious case of piracy on the Shatt-el-Arab had been perpetrated on a British Indian sailing-vessel laden with dates. He stated that His Majesty's Consul at Bussorah had reason to believe that the stolen property was hidden in the pirates' huts at Abkatch, on the Khor Hindian Persian coast of the Shatt-el-Arab, and suggested that the "Lapwing" then at Koweit, should be instructed to search the place. Instructions were issued to the Commander of His Majesty's ship "Lapwing," and a search was accordingly made in Persian territory, but without success.

8. In view of these precedents, His Majesty's Government would doubtless not be disposed to consider any protest that the Persian Government might make regarding action taken by us against the pirates, and naval action in an outlying part of Persian territory on the Gulf, with the active assistance or consent of the Persian authorities, ought not unduly to excite the susceptibilities of other Powers.



9. The most cogent reason in favour of immediate action in the present case is to be found in the fact that the Sheikh of Koweit has asked, with reference to the piracy committed on his subjects, that the Government of India will concur in his employing a heavily-armed dhow to protect his vessels plying between Koweit or Bussorah and Persian ports.

We consider that this proposal should be negatived, since, if the Sheikh, with our consent and assistance, dispatched an armed dhow to parade the Gulf, the Turks might regard it as a symptom of his growing independence, and they might complain of a disturbance of the *status quo*. Again, the Persian Government might consider the move to be a sinister one, especially having regard to the fact that Mubarak has recently rendered armed assistance to the Sheikh of Mohammerah. Finally, the policing of the Persian Gulf by Mubarak would amount to an infringement of our prerogative, and therefore, in accordance with established policy, could not be allowed. But it is evident that if we were to forbid the Sheikh to take steps for the protection of his subjects, and were at the same time to take no effective steps ourselves, we should inevitably arouse his resentment. On the other hand, if we succeeded in securing reparation for the attack on Mubarak's subjects, this fact would afford an important demonstration of our will and power to protect his interests. We should thus, while confirming the Sheikh's allegiance to us, conclusively establish our claim to protect his subjects, whether in Persia or elsewhere. We trust, therefore, that the adoption of the measures proposed in paragraph 5 of this letter may be authorized.

We have, &c.

(Signed)

MINTO.
KITCHENER.
H. ERLE RICHARDS.
E. N. BAKER.
C. H. SCOTT.
H. ADAMSON.
J. F. FINLAY.
J. O. MILLER.

Inclosure 2 in No. 14.

*Extract from the Diary of the Persian Gulf Political Residency for the week ending
December 16, 1906.*

Lingah.

December 6, 1906.—The Residency Agent, Lingah, has received a letter from Sheikh Abdullah-bin-Muhammad Bushri, Chief of Taona, informing him of an act of piracy committed about the middle of November last on a Shivoh boat by some Arabs temporarily residing either at Dayir, Kangoon, or Um-el-Kurm, but said to have been expelled from their homes by Sheikh Khazal of Mohammerah. The boat was attacked while she was between Keis Island and Taona, and the pirates severely wounded and threw overboard her crew, numbering six, took all the cargo, valued at 6,000 rupees, and left after scuttling the vessel. The incident came to light through one of the wounded crew who was carried ashore near Taona. The Derya Begi's attention has been directed to the matter.

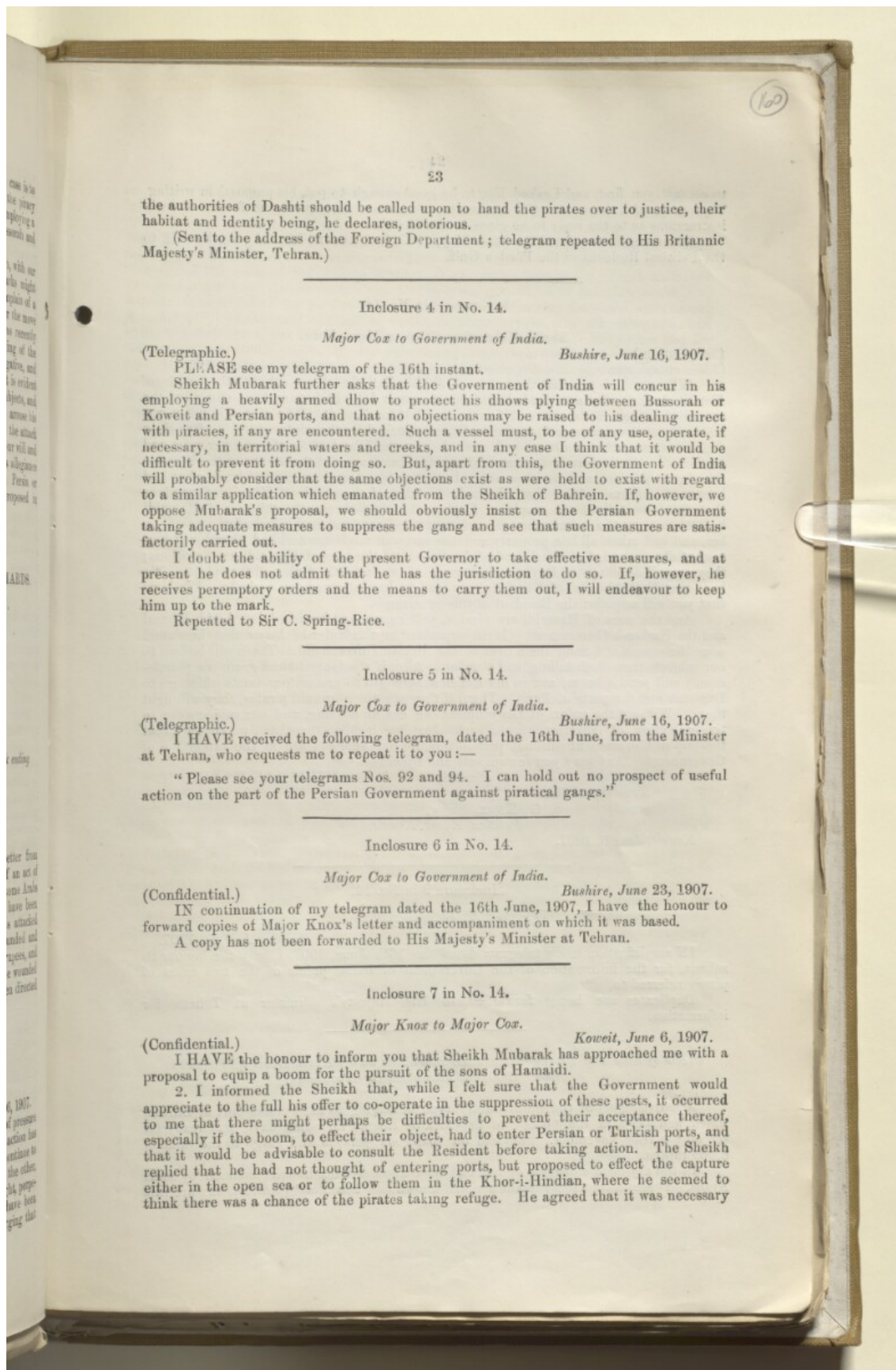
Inclosure 3 in No. 14.

Major Cox to Government of India.

(Telegraphic.)

Bushire, June 16, 1907.

PLEASE see my diary entry of the 6th December, 1906. In defiance of pressure from His Britannic Majesty's Minister, Tehran, and myself here, no serious action has been taken by Persian authorities, and the Fars and Bushire Governments continue to shift responsibility for maintenance of order in Dashti district from one to the other. Meanwhile another case of piracy with wholesale murder has just come to light, perpetrated some time ago on a Koweit dhow and alleged on good grounds to have been committed by the same gang. In this connection Sheikh of Koweit writes urging that



٤٣

the authorities of Dashti should be called upon to hand the pirates over to justice, their habit and identity being, he declares, notorious.

(Sent to the address of the Foreign Department; telegram repeated to His Britannic Majesty's Minister, Tehran.)

Inclosure 4 in No. 14.

Major Cox to Government of India.

Bushire, June 16, 1907.

(Telegraphic.)

PLEASE see my telegram of the 16th instant.

Sheikh Mubarak further asks that the Government of India will concur in his employing a heavily armed dhow to protect his dhows plying between Bussorah or Koweit and Persian ports, and that no objections may be raised to his dealing direct with piracies, if any are encountered. Such a vessel must, to be of any use, operate, if necessary, in territorial waters and creeks, and in any case I think that it would be difficult to prevent it from doing so. But, apart from this, the Government of India will probably consider that the same objections exist as were held to exist with regard to a similar application which emanated from the Sheikh of Bahrein. If, however, we oppose Mubarak's proposal, we should obviously insist on the Persian Government taking adequate measures to suppress the gang and see that such measures are satisfactorily carried out.

I doubt the ability of the present Governor to take effective measures, and at present he does not admit that he has the jurisdiction to do so. If, however, he receives peremptory orders and the means to carry them out, I will endeavour to keep him up to the mark.

Repeated to Sir C. Spring-Rice.

Inclosure 5 in No. 14.

Major Cox to Government of India.

Bushire, June 16, 1907.

(Telegraphic.)

I HAVE received the following telegram, dated the 16th June, from the Minister at Tehran, who requests me to repeat it to you:—

"Please see your telegrams Nos. 92 and 94. I can hold out no prospect of useful action on the part of the Persian Government against piratical gangs."

Inclosure 6 in No. 14.

Major Cox to Government of India.

Bushire, June 23, 1907.

(Confidential.)

IN continuation of my telegram dated the 16th June, 1907, I have the honour to forward copies of Major Knox's letter and accompaniment on which it was based.

A copy has not been forwarded to His Majesty's Minister at Tehran.

Inclosure 7 in No. 14.

Major Knox to Major Cox.

Koweit, June 6, 1907.

(Confidential.)

I HAVE the honour to inform you that Sheikh Mubarak has approached me with a proposal to equip a boom for the pursuit of the sons of Hamaidi.

2. I informed the Sheikh that, while I felt sure that the Government would appreciate to the full his offer to co-operate in the suppression of these pests, it occurred to me that there might perhaps be difficulties to prevent their acceptance thereof, especially if the boom, to effect their object, had to enter Persian or Turkish ports, and that it would be advisable to consult the Resident before taking action. The Sheikh replied that he had not thought of entering ports, but proposed to effect the capture either in the open sea or to follow them in the Khor-i-Hindian, where he seemed to think there was a chance of the pirates taking refuge. He agreed that it was necessary



to consult you first, and I asked him to be good enough to put his proposal in writing. That proposal I have now the honour to submit, and to request the favour of early instructions as to the reply to be given to the Sheikh.

Reference letter dated the 22nd May, 1907, from the Political Agent, Koweit, to the Political Resident in the Persian Gulf.

Inclosure 8 in No. 14.

Sheikh Mubarak-us-Subah to Major Knox.

(Translation.)

(After compliments.)

22 Rabi-uth-thani, 1325 H.

WE informed you that the boom of Ali-bin-Fathala, of our subjects the people of Koweit, five months ago loaded up from Bussorah date baskets and passengers of the people of Koweit, both male and female, and left for Koweit. The aforesaid boom was lost. It was conjectured that she had been wrecked by the winter gales. After sixty days news came that the boom had grounded on the Island of Amair, and her mast and yards still standing, and they saw in her blood, and we sent the owner of the boom to the aforesaid boom, and he also saw in her much blood, and we did not know what had happened to them. After that, Nakhoda Abdulla, of the people of Kharj, informed us that, from the talk of the people of Dayir to him in Bahrein, the children of Hamaidi had taken away the boom, when at anchor at the buoy, and had killed all the people in her, and had taken all her property and the cargo in the boom and had abandoned her, so that she grounded at the Island of Amair. And the sons of Hamaidi are notorious; they are all dwelling in Dayir, and a source of profit to the Ruler of that place. We have sent Haji Abdulla, of Kharj, to you, and he has informed you verbally. We hope that you will acquaint the Resident of this occurrence.

And the sons of Hamaidi are pirates, well known and banished by Sheikh Khazal and the Bussorah Government. It is incumbent on the Ruler of Dayir that he should seize these men and hand them over to the British Government. There will be loss to our subjects from such killing and plunder. Also, if the Government grant me permission, I will send a boom, and in her sufficient strength to protect our boats which go to Bussorah and the ports of Faris. Then, if they see the aforesaid pirates, they will fight them. Without the orders of Government we can do nothing, and our subjects are in the protection of Government, and such a loss has befallen them, and we are sure that the pity of Government will not permit this, for our subjects are in the protection of Government. And may you remain safe and friendly.

(Sealed)

Sheikh MUBARAK-US-SUBAH.

True translation.

(Signed)

S. G. KNOX, Major,

Political Agent, Koweit.

Koweit, June 6, 1907.

Inclosure 9 in No. 14.

Major Cox to Government of India.

Bushire, June 23, 1907.

IN amplification of my telegram dated the 16th June, 1907, I have the honour to submit, for the information of the Government of India, précis of the two cases of piracy referred to.

Duplicates are being forwarded to His Majesty's Minister at Tehran for information.

Précis of a Case of Piracy with Murder committed on a Persian Dhow off Taonah in November 1906, and subsequent correspondence.

A native vessel of the "mashoweh" type belonging to the Persian port of Shivoh, which had been in the "poos" of dry-dock of Lingah for some days, was ready for sea on the 16th November. She had on board six persons and cargo to the value of 6,000 rupees.

In the dry-dock alongside of her had been another "mashoweh" manned by some Arabs. It seems that these Arabs are well known as "bilashtis" (pirates), and are said



to belong to a party of bad characters which was expelled from the Shatt-el-Arab two years ago by the Sheikh of Mohammerah on account of depredations committed there. They are variously stated to have been living for some time past at Dayir, Kangoon, and Um-el-Kurm, on the Dashti Coast. Their identity was probably not recognized at Lingah until after the occurrence. This Arab "mashoweh" got under way from Lingah on the night of the 16th September at the same time as the Shivoh craft, and it appears that on the night before the 1st Shawwal (i.e., night of the 17th November) the Arabs approached the Persian dhow on the pretence of asking for water, and, having boarded her, attacked and stabbed to death, as they thought, the six occupants, and transferred all the merchandize found in her to their own vessel. They then tied the wounded or murdered men to the anchor rope and threw them overboard with the anchor and bored a hole in the dhow, so that she got waterlogged and partially sank. The pirates then left, and it is not known where they went to. Of the six men thrown overboard, one, a boy of 16, who was not dead, got free from the ropes and was cast ashore between Charak and Taonah about noon on the 1st Shawwal (18th November), where he was found by some persons of Taonah and taken to the Chief of that place, Sheikh Abdullah-bin-Mahomed Bushri. He was nursed at Taonah until he was sufficiently recovered to be taken to Lingah to have his wounds tended. On the same afternoon that the boy was found an object was seen in the sea by the Taonah people, and boats proceeding to the spot found that it was the scuttled dhow with several holes in her.

The above was reported by the Residency Agent at Lingah on the 29th November, 1906. Later reports from the same source, obtained from one Abdul Rahim-bin-Mullah Abdullah, an inhabitant of Kangoon, have brought the following details to light:—

The occupants of the Shivoh dhow were as follows:—

1. Ibrahim.
2. Ali-bin-Ibrahim, son of above and sole survivor.
3. Mahomed-bin-Abdul Ghani, owner of the looted merchandize. A merchant of Gaobandi, for the Chief of which district he was also bringing some gold ornaments.
- 4 and 5. Names not known. Two of the crew.
6. One ship's boy; taken prisoner by the pirates and murdered later.

The pirates, after sinking the dhow, made for a small port 2 miles east of Kangoon called Nakhli-i-Ghanem, where they murdered the ship's boy (No. 6) above referred to and landed the captured goods. From here they transported the latter by land to Kangoon. Ahmed Khan, uncle of Jamal Khan, of Dashti, the Deputy Governor of this place, appears to have been away at the time, but two of his relatives, who were acting for him, by name Mullah Hussein and Zayer Mirza, are alleged to have received a portion of the booty, a share being also given to Haji Khan-bin-Jamal Khan, Deputy Governor of Dayir, who had come to know of the proceedings.

Jamal Khan, the Governor of Dashti, on hearing of the incident, evidently appeared to have feared pursuit, as he gave directions for the pirates to be disguised as men of Dashti and taken to the village of Bordaghoon, 30 miles north of Dayir, where they were to await his arrival. The families of the pirates reside at Kangoon, and their dhow, after landing the stolen goods, appears to have been taken to the Khor-i-Bardistan, 2 miles east of Dayir.

As regards the pirates themselves, they appear to have been three in number, all brothers, though there is some divergence of opinion regarding their precise names.

1. According to Abdul Rahim-bin-Mulla Abdulla, originally an inhabitant of Kangoon, but now residing at Lingah, they were—

- (1.) Sheikh Abdulla.
- (2.) Sheikh Ibrahim.
- (3.) Sheikh Abdul Reza.

2. According to the Abyssinian slave of one Mohamed-bin-Subah, who knew them while at Lingah, their names were—

- (1.) Abdulla;
- (2.) Meloo;
- (3.) Abdul Reza;

and they were known as the family of Hamaidi and residents of Manyoohi.

[904]

H



3. When Captain Bowman, of His Majesty's ship "Sphinx," went to Dayir and Kangoon to make inquiries at the request of the Resident in January 1907,* the local authorities denied all knowledge of this particular piracy, but declared that it was true that about four years ago some Bussorah Arabs had plundered a dhow belonging to Seyyid Saleh, of Mohammerah, and had then come to Dayir to sell the cargo, but that on the Sheikh of Mohammerah sending warning to Dayir about them their dhow and cargo had been seized and the Arabs expelled. Their names were said to be—

- (1.) Abdullah Rutha-bin-Hamaid.
- (2.) Ibrahim-bin-Hamaid.
- (3.) Ismail-bin-Hamaid-al-Amah (now a prisoner at Mohammerah).

It was further stated that after being expelled from Dayir they had sought refuge at Abu Thabi or Shargah.

In connection with this visit of His Majesty's ship "Sphinx," Mr. Francis, retired Assistant Surgeon, one day stated, in conversation to a member of the Residency, that he was at Dayir the day the "Sphinx" called there, and that "the pirate" was actually staying with the Khan of that place at the time; that this fact was well known to every one, but that as he (Mr. Francis) was treating the Khan, he could not go out and give information on board.

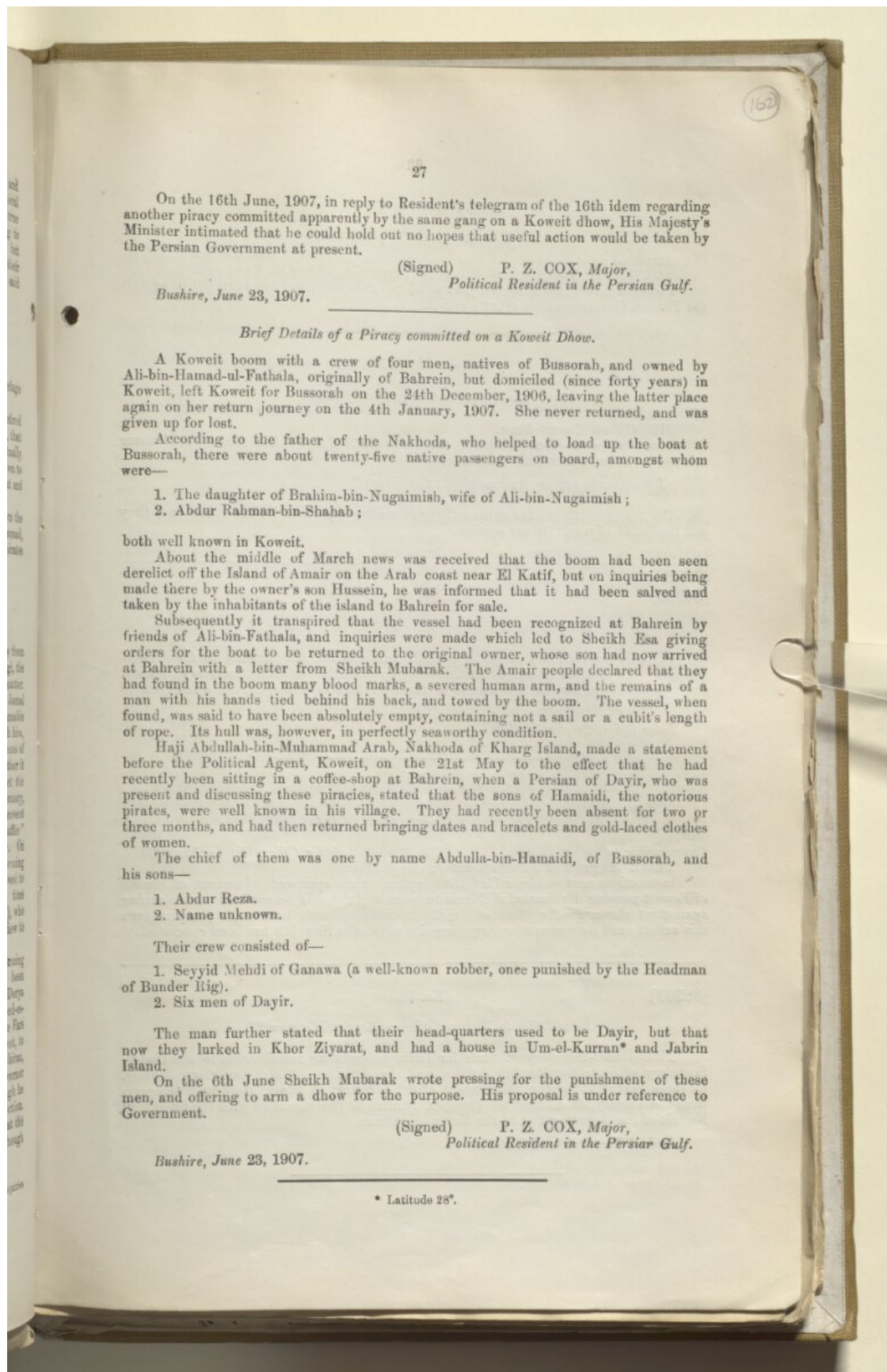
Further corroboration from an independent source is furnished in a report from the Political Agent, Koweit, before whom one Muhammad-bin-Haji Abdulla-bin-Muhammad, a nakhoda and inhabitant of the Island of Kharg, stated that the chief of the pirates was actually in "Dayir at the time the 'Sphinx' called."

Action taken by the Residency.

On receiving the first report (dated the 29th November, 1906) of the piracy from the Residency Agent at Lingah, inquiries were made at once from the Derya Begi, then Governor of the Gulf Ports, as to what steps he proposed to take in the matter. The Derya Begi replied (18th December, 1906) that Dayir was in Dashti under Jamal Khan, and that Dashti was in the jurisdiction of Fars, and that therefore he was unable to see his way to taking any action. The Resident again communicated with him, pointing out that he did not see how anything could be done, except by sea by means of the "Persepolis," which was under his (the Governor's) control, and inquired whether it would assist in any way if he (the Resident) were to move the Legation to get the "Persepolis" deputed. The Derya Begi informed the Resident in reply (3rd January, 1907) that the "Persepolis" had been damaged by the Customs officials to prevent him from paying a visit to Lingah, and that he could not make use of the "Muzaffer" without orders from Tehran, as she was under the control of the Customs Director. On receipt of this the Resident telegraphed (5th January, 1907) to the Minister, informing him of the position of affairs, and requesting that the Persian Government be moved to direct the Governor to proceed to Dashti in the "Muzaffer." At the same time (6th January, 1907) he requested the Senior Naval Officer (Captain Bowman), who happened to be at Bushire, to proceed to Dayir and make inquiries with a view to obtaining, if possible, further details regarding the piracy.

On the 16th February the Minister replied to the Resident's telegram informing him that it was stated by the Persian Government that the necessary orders had been sent. In the meantime, however, there had been a change of Governors. The Derya Begi, having left Bushire on the 30th January, was succeeded by Haji Saeed-es-Sultaneh, and the latter, having been offered the Governorship of Dashti by the Fars authorities, and having accepted the same (25th February), the Fars Government, to whom a reference was made on the subject by His Majesty's Consul at Shiraz, repudiated jurisdiction and threw back responsibility on Bushire. The new Governor of the Gulf Ports, however, promised to take necessary action in the matter, though he at the same time denied having received any orders from Tehran in that connection. No action has up to date been taken by him, and the Resident now understands that the Saeed-es-Sultaneh has submitted his resignation of the Governorship of Dashti, though this has not yet been accepted.

* It will be understood that His Majesty's ship "Sphinx" only went to the locality to make inquiries for the Resident's information.



On the 16th June, 1907, in reply to Resident's telegram of the 16th idem regarding another piracy committed apparently by the same gang on a Koweit dhow, His Majesty's Minister intimated that he could hold out no hopes that useful action would be taken by the Persian Government at present.

(Signed) P. Z. COX, Major,
Political Resident in the Persian Gulf.

Bushire, June 23, 1907.

Brief Details of a Piracy committed on a Koweit Dhow.

A Koweit boom with a crew of four men, natives of Bussorah, and owned by Ali-bin-Hamad-ul-Fathala, originally of Bahrein, but domiciled (since forty years) in Koweit, left Koweit for Bussorah on the 24th December, 1906, leaving the latter place again on her return journey on the 4th January, 1907. She never returned, and was given up for lost.

According to the father of the Nakhoda, who helped to load up the boat at Bussorah, there were about twenty-five native passengers on board, amongst whom were—

1. The daughter of Brahim-bin-Nugaimish, wife of Ali-bin-Nugaimish ;
2. Abdur Rahman-bin-Shahab ;

both well known in Koweit.

About the middle of March news was received that the boom had been seen derelict off the Island of Amair on the Arab coast near El Katif, but on inquiries being made there by the owner's son Hussein, he was informed that it had been salvaged and taken by the inhabitants of the island to Bahrein for sale.

Subsequently it transpired that the vessel had been recognized at Bahrein by friends of Ali-bin-Fathala, and inquiries were made which led to Sheikh Esa giving orders for the boat to be returned to the original owner, whose son had now arrived at Bahrein with a letter from Sheikh Mubarak. The Amair people declared that they had found in the boom many blood marks, a severed human arm, and the remains of a man with his hands tied behind his back, and towed by the boom. The vessel, when found, was said to have been absolutely empty, containing not a sail or a cubit's length of rope. Its hull was, however, in perfectly seaworthy condition.

Haji Abdullah-bin-Muhammad Arab, Nakhoda of Kharg Island, made a statement before the Political Agent, Koweit, on the 21st May to the effect that he had recently been sitting in a coffee-shop at Bahrein, when a Persian of Dayir, who was present and discussing these piracies, stated that the sons of Hamaidi, the notorious pirates, were well known in his village. They had recently been absent for two or three months, and had then returned bringing dates and bracelets and gold-laced clothes of women.

The chief of them was one by name Abdulla-bin-Hamaidi, of Bussorah, and his sons—

1. Abdur Reza.
2. Name unknown.

Their crew consisted of—

1. Seyyid Mehdi of Ganawa (a well-known robber, once punished by the Headman of Bunder Rig).
2. Six men of Dayir.

The man further stated that their head-quarters used to be Dayir, but that now they lurked in Khor Ziyarat, and had a house in Um-el-Kurran* and Jabrin Island.

On the 6th June Sheikh Mubarak wrote pressing for the punishment of these men, and offering to arm a dhow for the purpose. His proposal is under reference to Government.

(Signed) P. Z. COX, Major,
Political Resident in the Persian Gulf.

Bushire, June 23, 1907.

* Latitude 28°.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٦٢ ظ] (٢٩٤/٨٢)

28

Inclosure 10 in No. 14.

Government of India to Major Cox.

Simla, July 25, 1907.

(Telegraphic.)

YOUR letter dated the 23rd June, 1907, regarding piracy on Koweit dhow.
Please report by telegraph whether a full pecuniary demand has been put in against
the Persian Government for these piracies.

Inclosure 11 in No. 14.

Major Cox to Government of India.

Shiraz, August 6, 1907.

(Telegraphic.)

PIRACY on Koweit dhow.
Please refer to your telegram dated the 25th July. His Majesty's Minister
telegraphs, in reply to inquiry from me :—
"I have made representations about the piracy."

The representations have apparently been made quite recently, but in any case they
will be devoid of result, in my opinion.

[34363]

No. 15.

India Office to Foreign Office.—(Received October 17.)

THE Under-Secretary of State for India presents his compliments to the Under-
Secretary of State for Foreign Affairs, and, by direction of Mr. Secretary Morley,
forwards herewith, for the information of the Secretary of State, copy of a telegram to
the Viceroy, dated the 12th October, relative to Nejd affairs.

India Office, October 16, 1907.

Inclosure in No. 15.

Mr. Morley to Government of India.

(Secret.)

(Telegraphic.)

India Office, October 12, 1907.

YOUR telegram of 26th September: Nejd affairs.
Instructions sent to Major Cox 25th September are approved. In event of Sheikh
of Koweit pressing for immediate decision, your reply should be confined to a warning
against interference in the affairs of Nejd. It will be advisable, however, to postpone even
this action until Agreement for acquiring site at Bunder Shweikh has been concluded.

[35203]

No. 16.

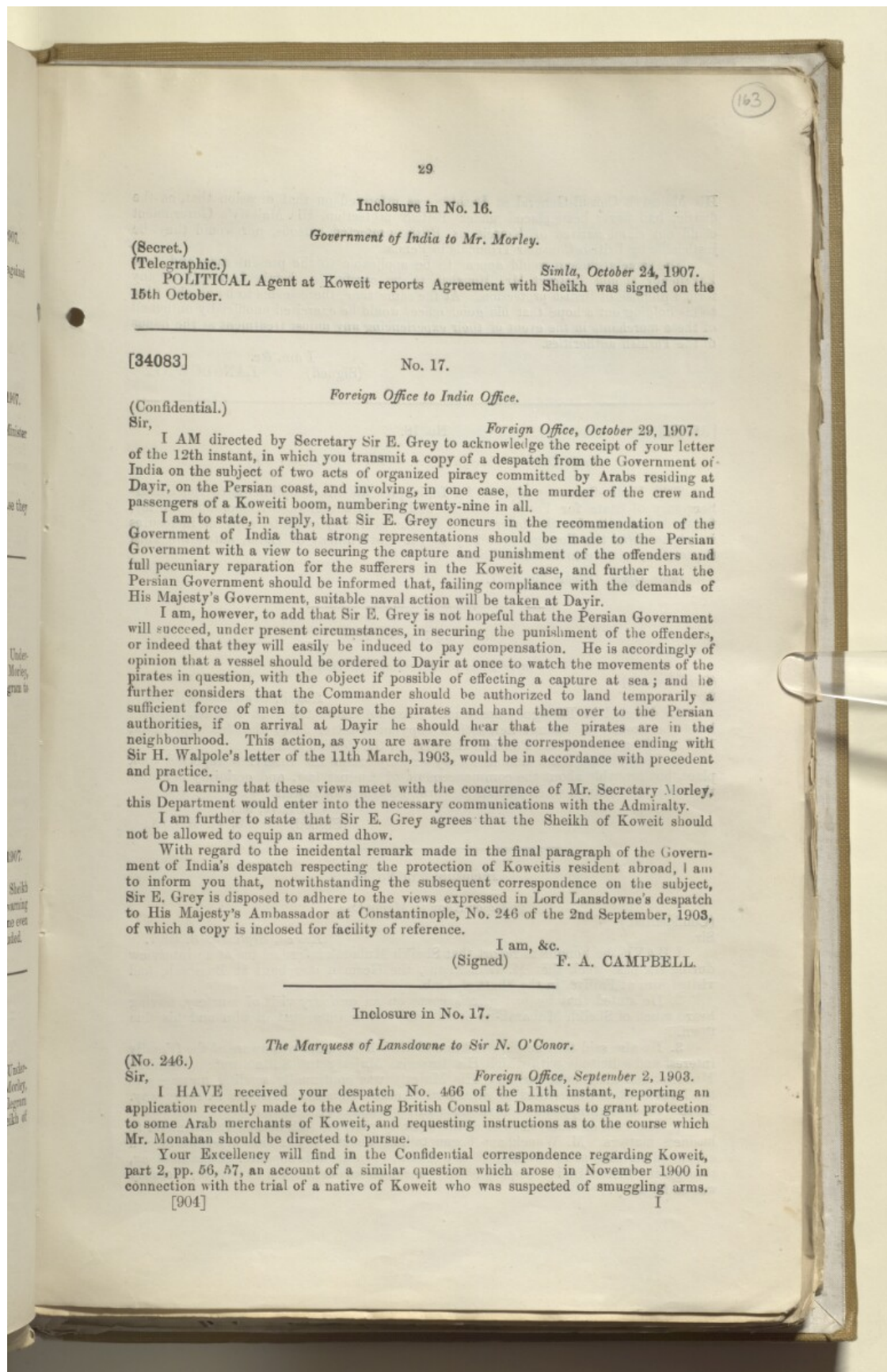
India Office to Foreign Office.—(Received October 24.)

THE Under-Secretary of State for India presents his compliments to the Under-
Secretary of State for Foreign Affairs, and, by direction of Mr. Secretary Morley,
forwards herewith, for the information of the Secretary of State, copy of a telegram
from the Viceroy, dated the 24th October, relative to the signature with the Sheikh of
Koweit of the Agreement as to the Koweit foreshore.

India Office, October 24, 1907.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٦٣و] [٢٩٤/٨٣]



29

Inclosure in No. 16.

Government of India to Mr. Morley.

(Secret.)

(Telegraphic.)

POLITICAL Agent at Koweit reports Agreement with Sheikh was signed on the 15th October.

Simla, October 24, 1907.

[34083]

No. 17.

Foreign Office to India Office.

(Confidential.)

Sir,

Foreign Office, October 29, 1907.

I AM directed by Secretary Sir E. Grey to acknowledge the receipt of your letter of the 12th instant, in which you transmit a copy of a despatch from the Government of India on the subject of two acts of organized piracy committed by Arabs residing at Dayir, on the Persian coast, and involving, in one case, the murder of the crew and passengers of a Koweiti boom, numbering twenty-nine in all.

I am to state, in reply, that Sir E. Grey concurs in the recommendation of the Government of India that strong representations should be made to the Persian Government with a view to securing the capture and punishment of the offenders and full pecuniary reparation for the sufferers in the Koweit case, and further that the Persian Government should be informed that, failing compliance with the demands of His Majesty's Government, suitable naval action will be taken at Dayir.

I am, however, to add that Sir E. Grey is not hopeful that the Persian Government will succeed, under present circumstances, in securing the punishment of the offenders, or indeed that they will easily be induced to pay compensation. He is accordingly of opinion that a vessel should be ordered to Dayir at once to watch the movements of the pirates in question, with the object if possible of effecting a capture at sea; and he further considers that the Commander should be authorized to land temporarily a sufficient force of men to capture the pirates and hand them over to the Persian authorities, if on arrival at Dayir he should hear that the pirates are in the neighbourhood. This action, as you are aware from the correspondence ending with Sir H. Walpole's letter of the 11th March, 1903, would be in accordance with precedent and practice.

On learning that these views meet with the concurrence of Mr. Secretary Morley, this Department would enter into the necessary communications with the Admiralty.

I am further to state that Sir E. Grey agrees that the Sheikh of Koweit should not be allowed to equip an armed dhow.

With regard to the incidental remark made in the final paragraph of the Government of India's despatch respecting the protection of Koweitis resident abroad, I am to inform you that, notwithstanding the subsequent correspondence on the subject, Sir E. Grey is disposed to adhere to the views expressed in Lord Lansdowne's despatch to His Majesty's Ambassador at Constantinople, No. 246 of the 2nd September, 1903, of which a copy is inclosed for facility of reference.

I am, &c.

(Signed) F. A. CAMPBELL.

Inclosure in No. 17.

The Marquess of Lansdowne to Sir N. O'Connor.

(No. 246.)

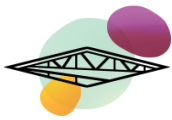
Sir,

Foreign Office, September 2, 1903.

I HAVE received your despatch No. 466 of the 11th instant, reporting an application recently made to the Acting British Consul at Damascus to grant protection to some Arab merchants of Koweit, and requesting instructions as to the course which Mr. Monahan should be directed to pursue.

Your Excellency will find in the Confidential correspondence regarding Koweit, part 2, pp. 56, 57, an account of a similar question which arose in November 1900 in connection with the trial of a native of Koweit who was suspected of smuggling arms.

[904]



30

His Majesty's Consul-General at Bushire was informed on that occasion that, as the district had never been placed under British protection, His Majesty's Government could not claim natives of Koweit as British-protected persons, nor would they be justiciable by British Consular Tribunals in Persia.

The same argument would appear to be applicable to the present case, and your Excellency should instruct Mr. Monahan to be careful to abstain from giving any formal promise of British protection. At the same time, there seems to be no objection to his holding out a hope that his good offices would be exercised unofficially on behalf of these merchants in the event of their experiencing any unjust treatment at the hands of the Turkish authorities.

I am, &c.
(Signed) LANSDOWNE.

[35882]

No. 18.

India Office to Foreign Office.—(Received October 30.)

THE Under-Secretary of State for India presents his compliments to the Under-Secretary of State for Foreign Affairs, and, by direction of Mr. Secretary Morley, forwards herewith, for the information of the Secretary of State, copy of inclosures in a letter from the Foreign Secretary to the Government of India, dated the 19th September, relative to Koweit affairs.

India Office, October 29, 1907.

Inclosure 1 in No. 18.

Major Knox to Government of India.

(Confidential.)

Sir,

Koweit, September 4, 1907.

AS directed in Foreign Department telegram dated the 15th August, 1907, have the honour to submit herewith a copy of a letter dated the 3rd September, 1907, to the address of the Political Resident in the Persian Gulf.

2. I regret that I am unable to say exactly when the interview reported took place, but probably about the commencement of August last, and certainly not later than the 14th ultimo, when Sheikh Mubarak returned to Koweit.

I have, &c.
(Signed) S. G. KNOX.

Inclosure 2 in No. 18.

Major Knox to Major Cox.

(Confidential.)

Sir,

Koweit, September 3, 1907.

I HAVE the honour to report that Sheikh Mubarak informed me at an interview during the past week that M. Wonckhaus, the German merchant at Bussorah, had visited him at Failiya, in the Shatt-el-Arab.

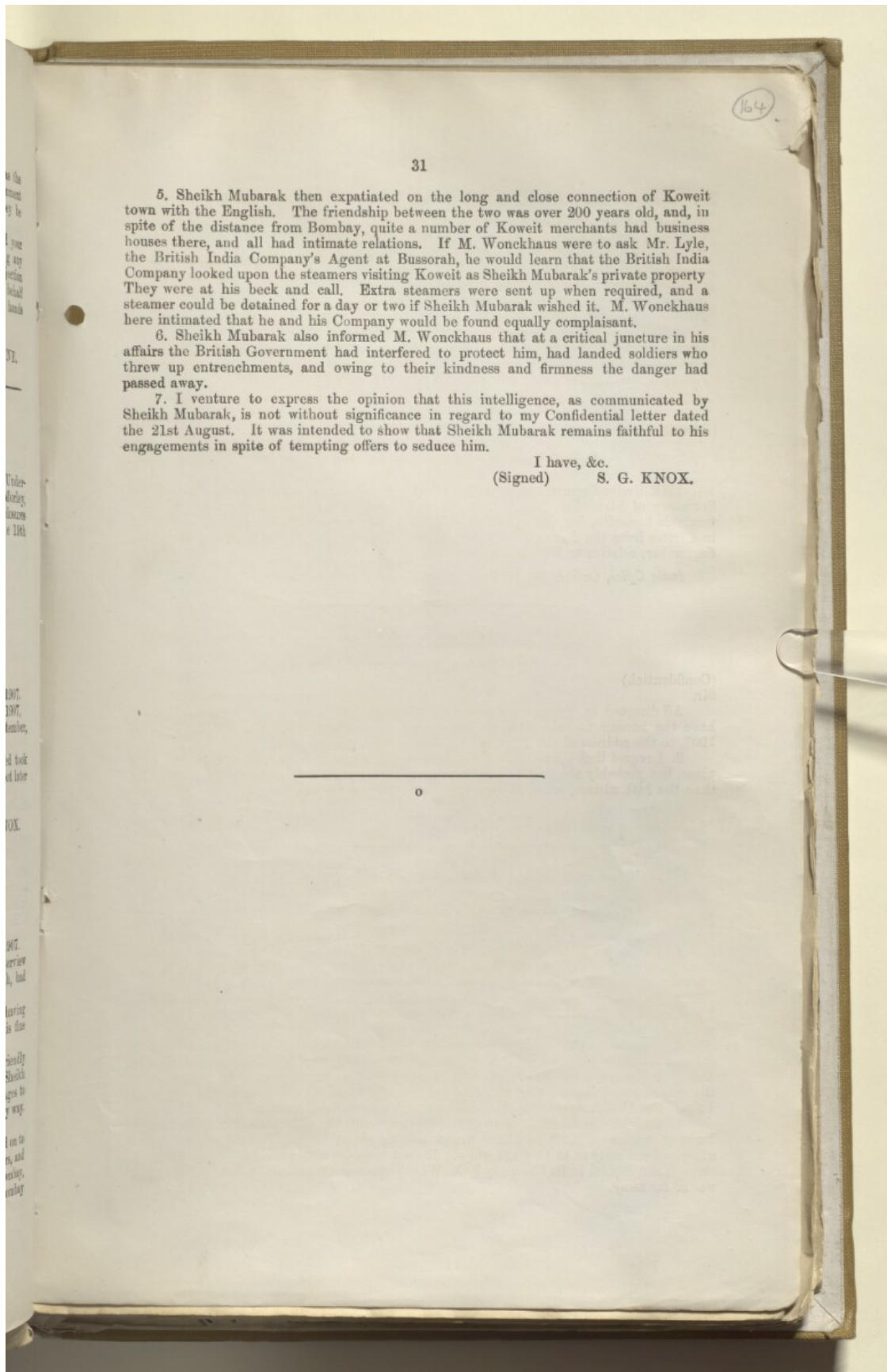
2. He stated that he had merely come on an ordinary visit of courtesy, having heard much of Sheikh Mubarak-us-Subah, and being interested in him and his fine town.

3. He also said that he did not know if Sheikh Mubarak was aware of the friendly interest and solicitude with which His Imperial Majesty the Sultan watched Sheikh Mubarak and his doings, and how His Majesty was continually sending messages to the local Turkish authorities to safeguard Sheikh Mubarak's interests in every way. To this the Sheikh appears to have made suitable acknowledgments.

4. Somehow or other, in spite of the courtesy visit, the talk insensibly drifted on to business matters. M. Wonckhaus began talking about his fine line of steamers, and expressed curiosity as to how and whence Koweit town drew its supplies. From Bombay, through the British India Company? M. Wonckhaus was astonished to hear it; Bombay was so far away.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٦٤] [٢٩٤/٨٥]



31

5. Sheikh Mubarak then expatiated on the long and close connection of Koweit town with the English. The friendship between the two was over 200 years old, and, in spite of the distance from Bombay, quite a number of Koweit merchants had business houses there, and all had intimate relations. If M. Wonckhaus were to ask Mr. Lyle, the British India Company's Agent at Bussorah, he would learn that the British India Company looked upon the steamers visiting Koweit as Sheikh Mubarak's private property. They were at his beck and call. Extra steamers were sent up when required, and a steamer could be detained for a day or two if Sheikh Mubarak wished it. M. Wonckhaus here intimated that he and his Company would be found equally complaisant.

6. Sheikh Mubarak also informed M. Wonckhaus that at a critical juncture in his affairs the British Government had interfered to protect him, had landed soldiers who threw up entrenchments, and owing to their kindness and firmness the danger had passed away.

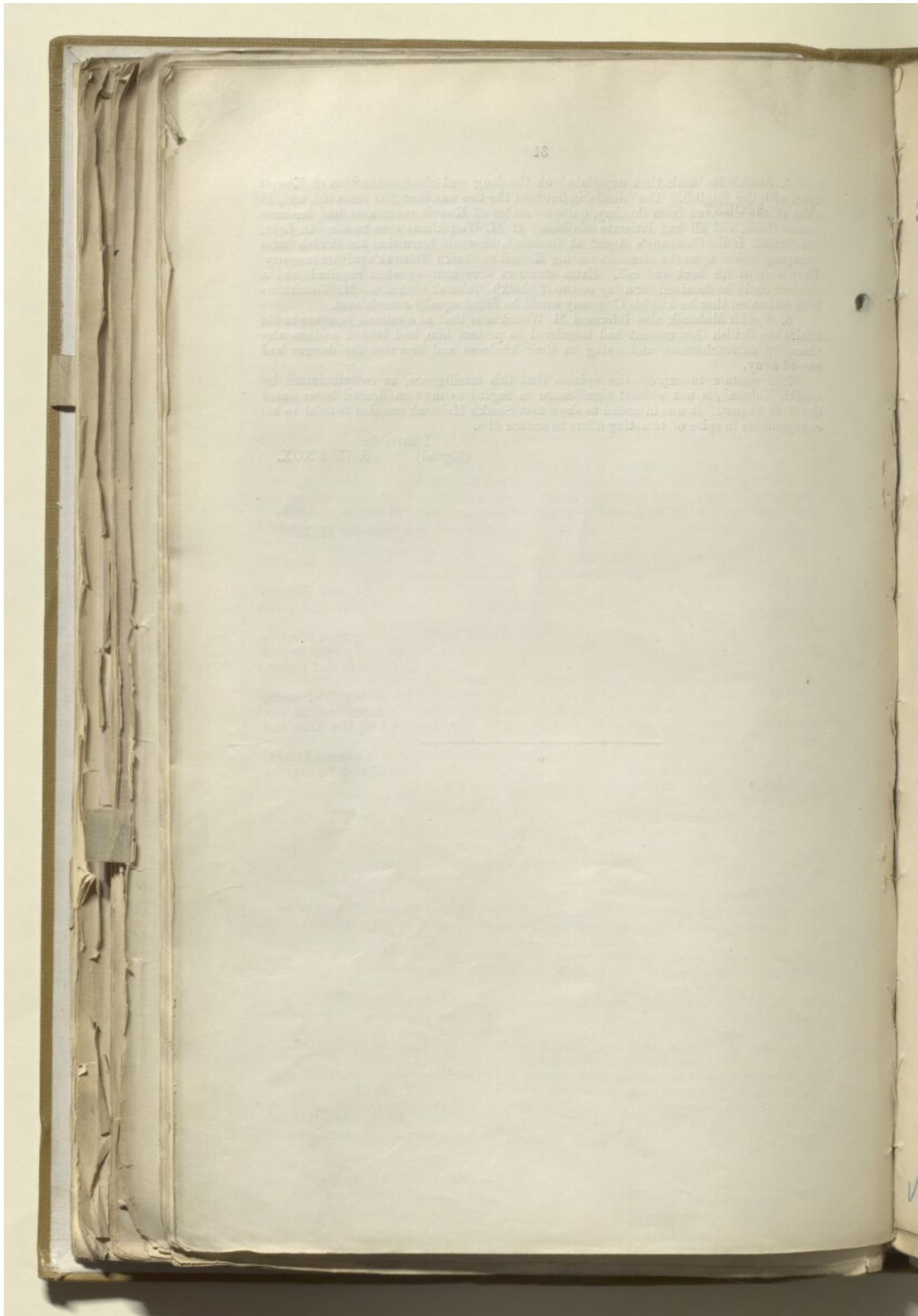
7. I venture to express the opinion that this intelligence, as communicated by Sheikh Mubarak, is not without significance in regard to my Confidential letter dated the 21st August. It was intended to show that Sheikh Mubarak remains faithful to his engagements in spite of tempting offers to seduce him.

I have, &c.
(Signed) S. G. KNOX.

o



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٦٤ ظ] (٢٩٤/٨٦)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٦٥] [٢٩٤/٨٧]

Minute Paper.

Register No. 1923

Secret Department.

Telegram Letter from Viceroy,

Dated 3 } Nov. 1907.
Rec. 4 }

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary	4 Nov	WV	<u>Koweit.</u> Lease of Bender Sheweikh sent home by mail of 31 Oct. Owing to misunderstanding additional clause gives right of pre-emption to entire island of Warba situated near Khor Abdulla and surrounding produce.
Secretary of State	5	ag	
Committee	6.	JK.	
Under Secretary			
Secretary of State			

Copy to 30. (1) 4 Nov 07
312 -
200 16 Nov.

For information

Copy has been sent to 70 in connection of an letter of 31 Oct. on the same subject

The 70 wish to adapt their reply to the letter of the type of the information now furnished

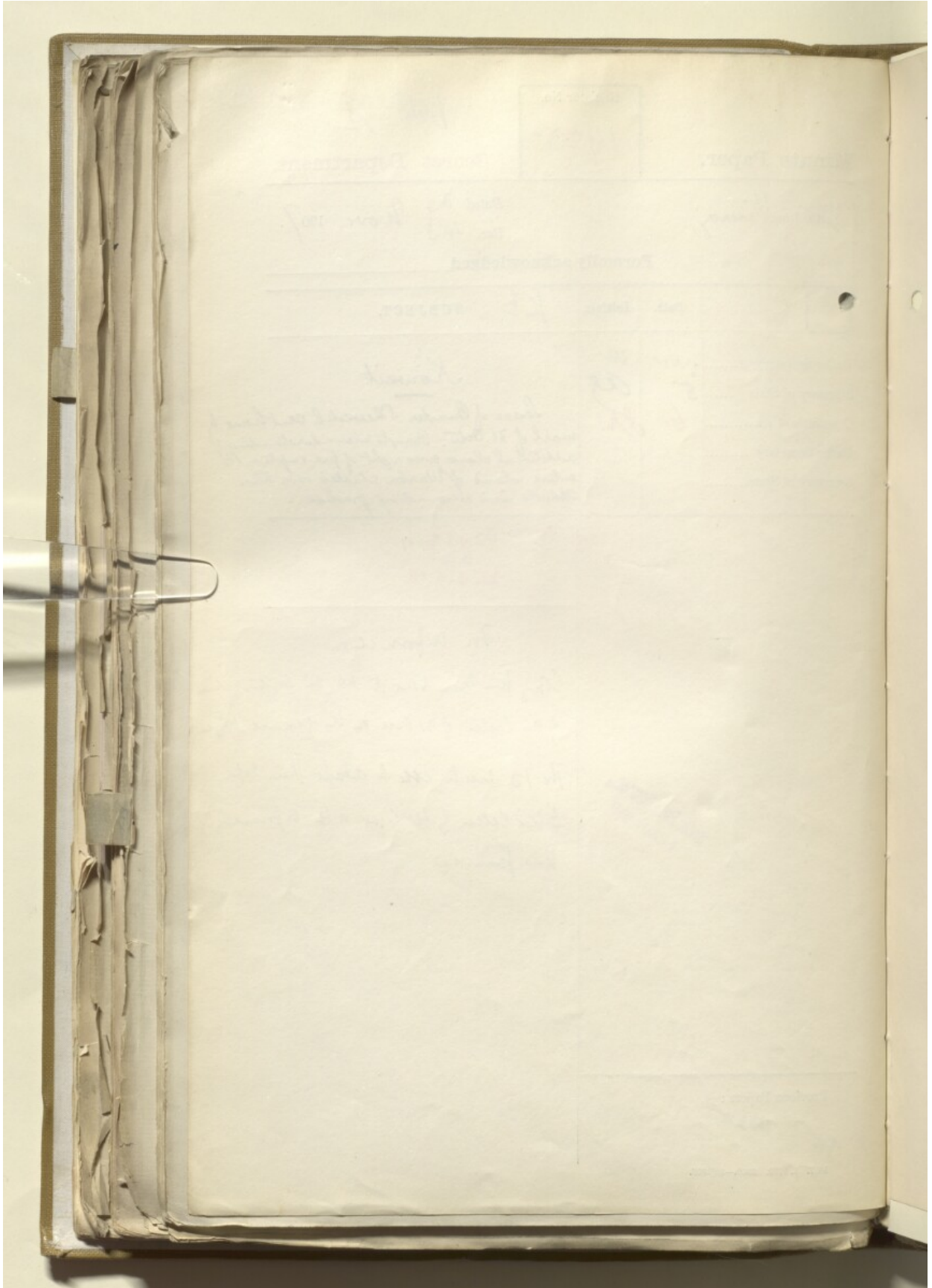
Seen Pol. Comm. 12 NOV. 1907

Previous Papers :-
1836/07.

1637. L. 1779. -2000.-10/1907.

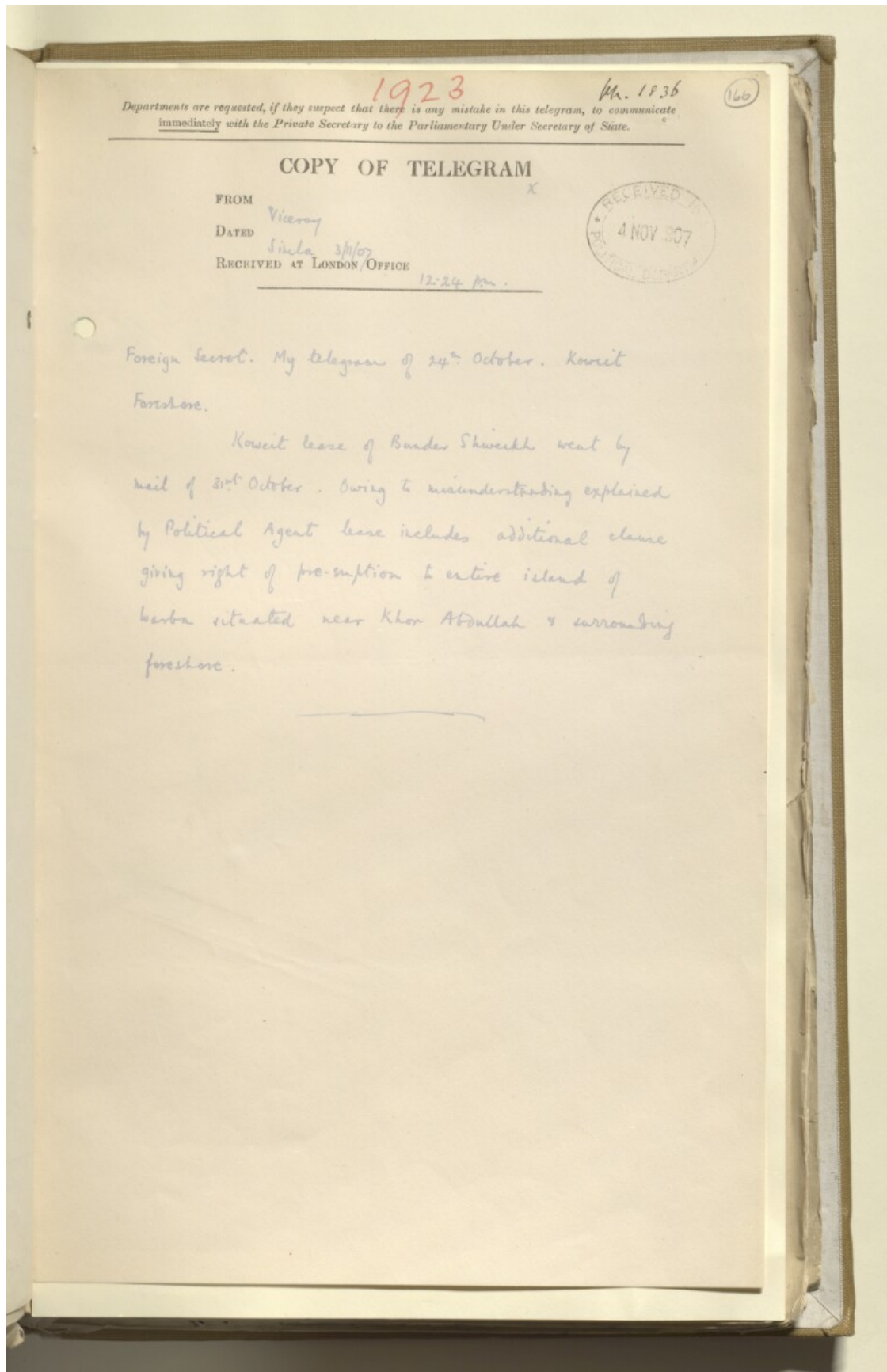


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٦٥ ظ] (٢٩٤/٨٨)



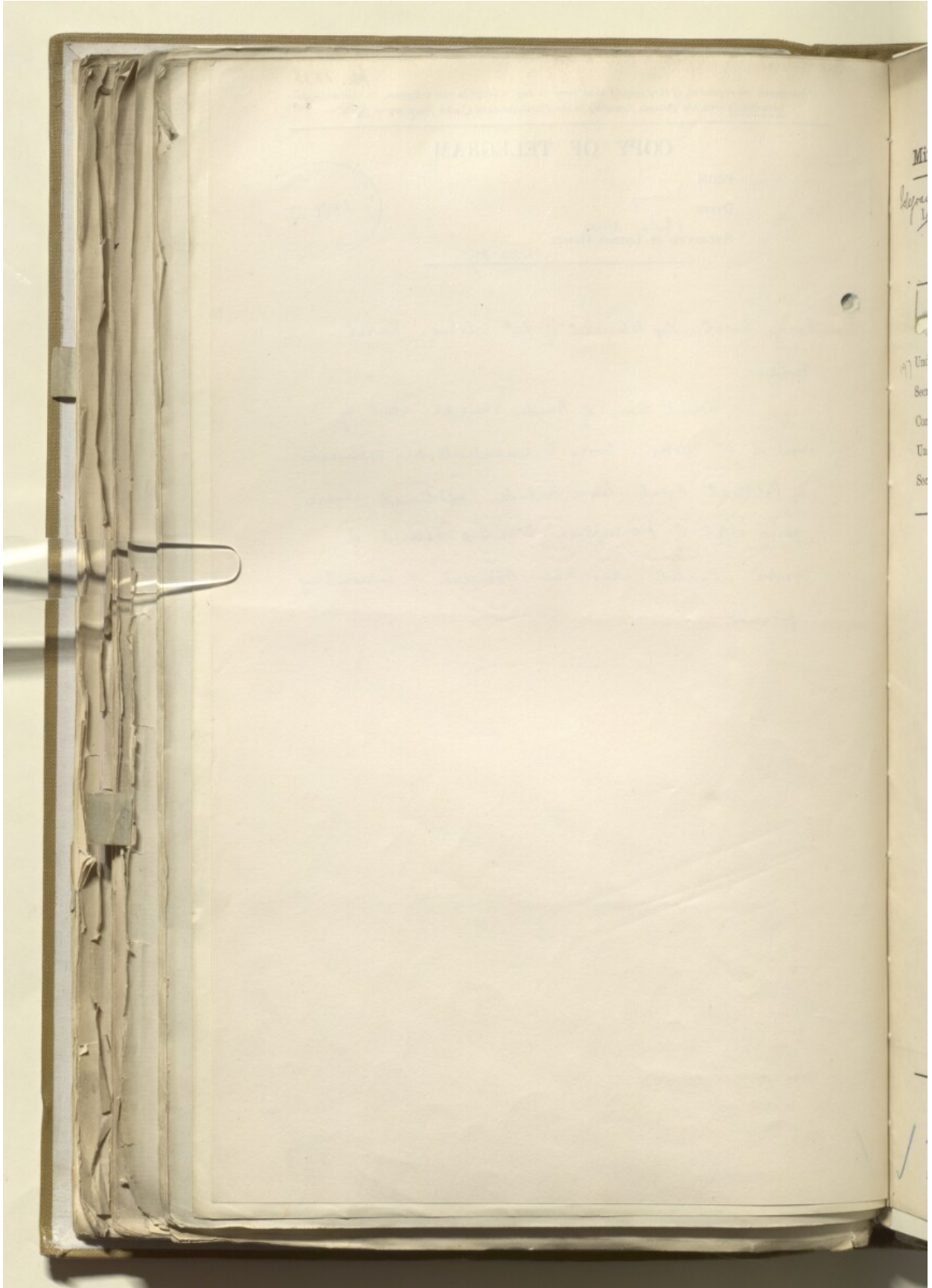


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٦٦و] (٢٩٤/٨٩)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٦٦ ظ] (٢٩٤/٩٠)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٦٧و] (٢٩٤/٩١)

(167)

Register No. 1836

Minute Paper. Secret Department.

Telegram Letter from Viceroy, D.D. from India, 30 Sept. Rec. 21 Oct. (1635)

Dated } 24 Oct. 1907.
Rec. }

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary	25 Oct	RK	Koweit. Inshore. Agreement signed on the 15th Oct.
Secretary of State	26	Ch.	
Committee	28.	M.	
Under Secretary			
Secretary of State.....			

Copy to India @ 8 hrs.
70
④ 24 Oct. '07.
④ 7 hrs

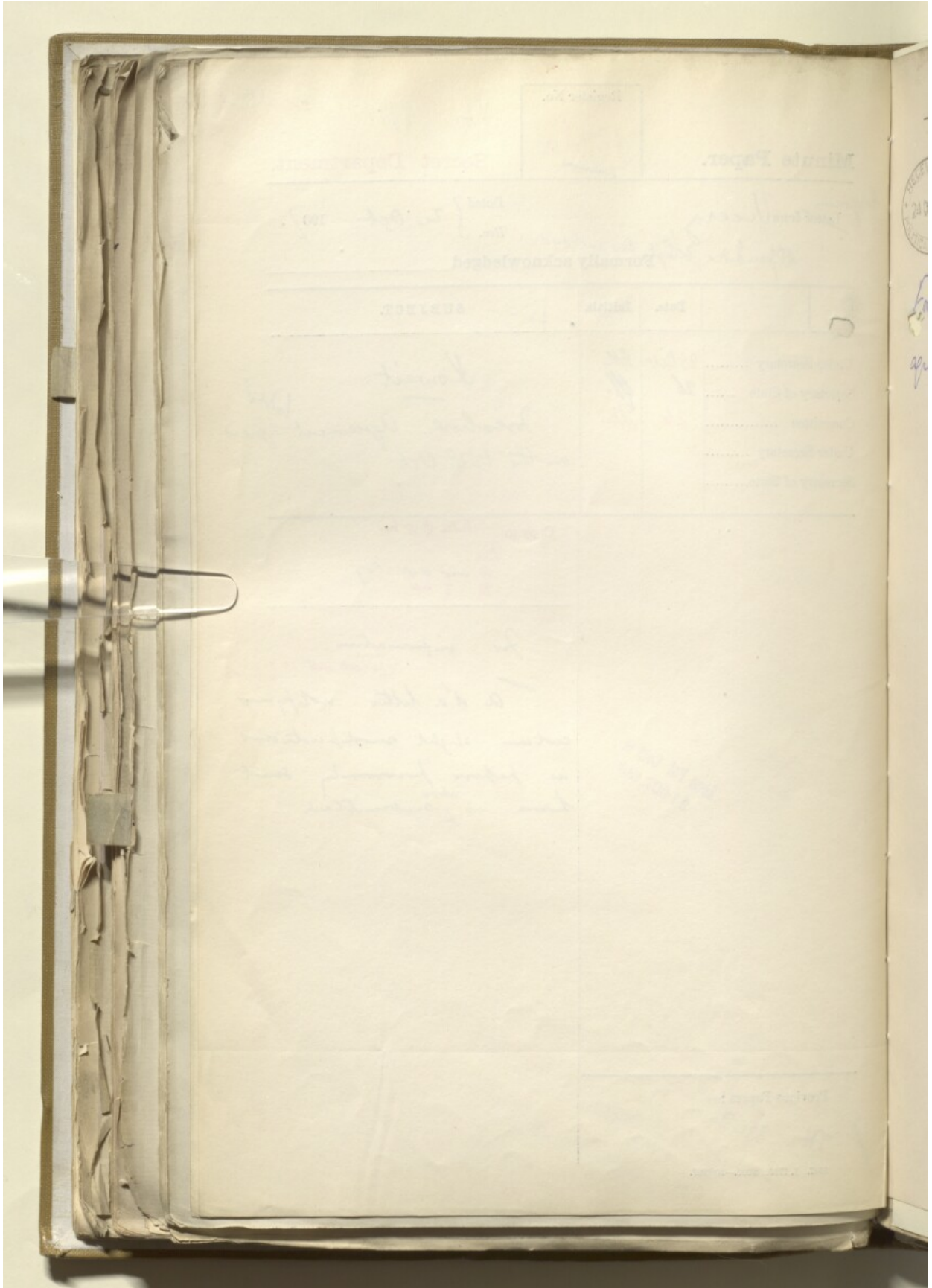
For information.
* (placed with 1635/07)
a d.o. letter notifying
certain slight modifications
in papers previously sent
home is also submitted.

Seen Pol Com'ee,
31 OCT. 1907

Previous Papers :-
TH 3742
1772
1637. I. 1779. 2000.-10/1907.

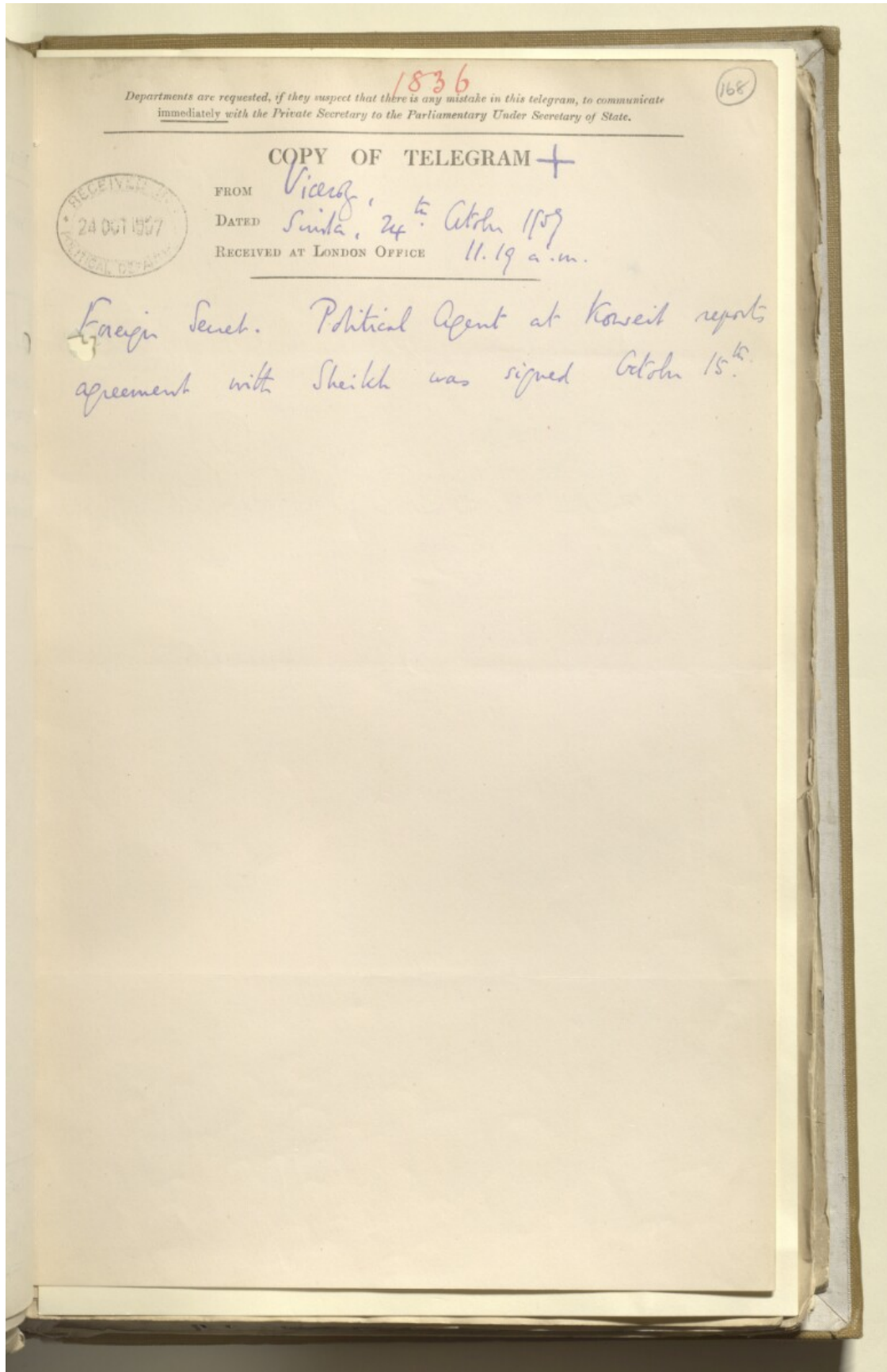


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٦٧ ظ] (٢٩٤/٩٢)



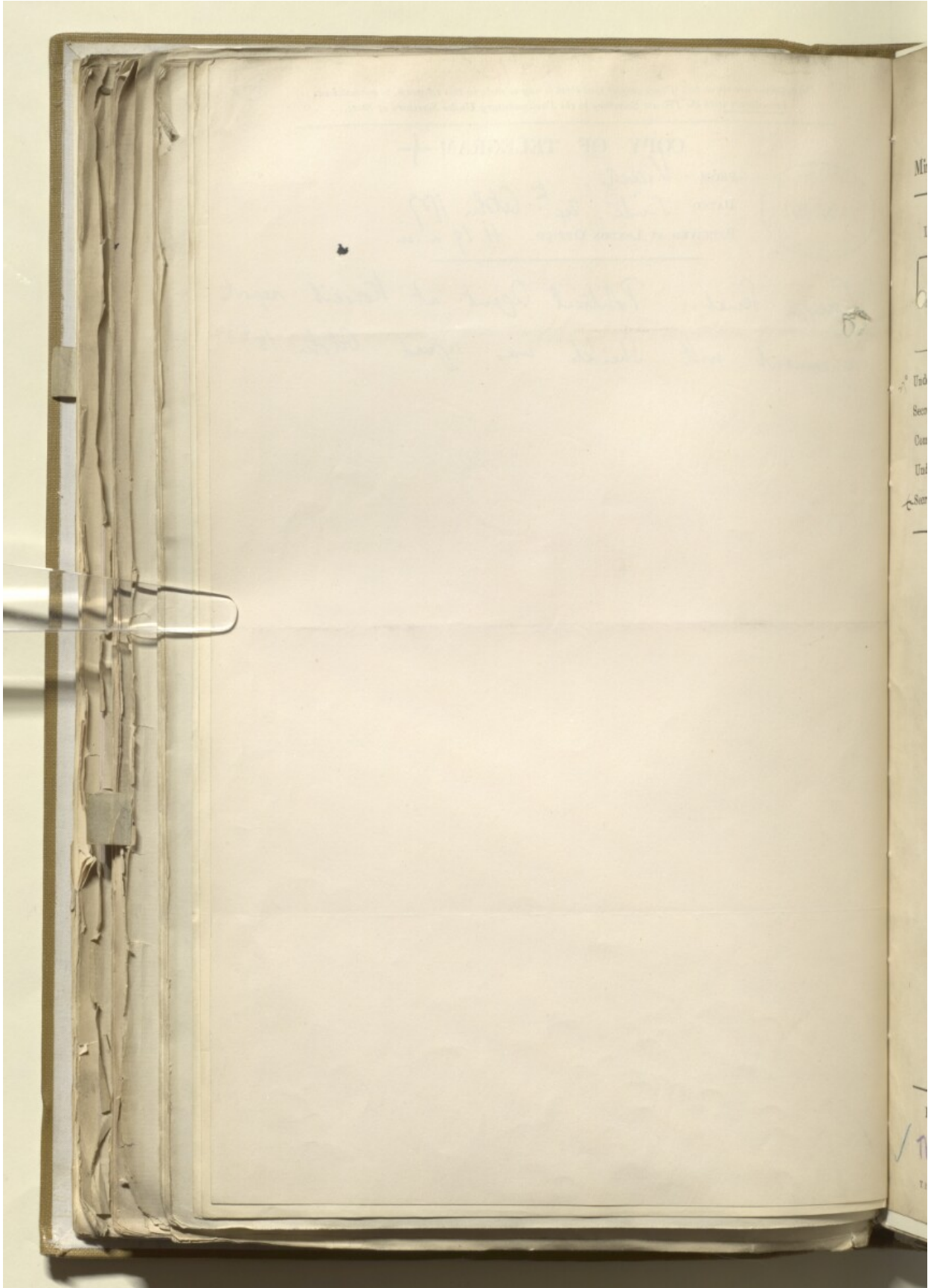


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٦٨ و] (٢٩٤/٩٣)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. " [١٦٨ ظ] (٢٩٤/٩٤)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٦٩] [٢٩٤/٩٥]

(169)

Register No. **3709**
1662

Minute Paper. **SECRET DEPARTMENT.**

Letter from **20.** Dated **27** Sept. 1907.
Rec. **28** Sept. 1907.
Formally acknowledged

Date.	Initials.	SUBJECT.
30 Sept.	W.	Koweit.
30	W.	Freshoe. Views of F.O. regarding the draft agreement re. Treasury sanction to half the cost of the lease, and to the payment of £1666.13.4 towards the purchase of a launch for the Pol. Agent Koweit.
1 Oct.	W.	
1	W.	

2/10 M.

Copy to India 4 Oct. '07 Secy. 40.

Copy of tel. to Secy. to F.O. 21/10/07 after some delay with Viceroy's of 29th Sept.

Dft. tel. to India.

The draft telegram, enclosed in the letter to the F.O. of the 25th Sept. is resubmitted, with the modifications necessitated by the annexed further letter from the F.O.

As regards the last para. but one of the draft telegram, it will be remembered that the Govt. of India put forward in their letter of the 5th Sept. '07 a suggestion that, since -

Previous Papers:—
TH 1654
1635

Y 12508. 1000.—4/1907. I. 575.



-taneously with the foregoing negotiations,
negotiations should be conducted for
obtaining the assent of the Sheikh to
the stipulation that his external
relations should be in the hands
of H.M.'s Govt. A letter issued on
the 25th inst. to the F.O. regarding
this, expressing Mr. Moly's view
that the two matters should be
dealt with separately. A reply
has today been received from the
F.O. (to be put forward separately)
assenting to this.

Since the foregoing was written,
the Viceroy's telegram of the 29th Sept.
has been received. Words have, therefore,
been added to the draft telegram,
in the margin of page 2.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٧٠] [٢٩٤/٩٧]

*From Secretary of State to Viceroy, Foreign Department,
2nd October 1907.*

(170)

Foreign Secret. Your telegram 27th August, two telegrams of 8th September, and your telegram of 24th September. Koweit. Treasury having now agreed to refund a moiety (2,000L) of annual rent, agreement with Sheikh for lease of rectangular plot at Bunder Shweikh for yearly rental of Rs. 60,000 may now be concluded, as in Clauses 1-5 of draft enclosed with Knox's letter No. 457, 21st August. Condition in Clause 3 as to payment of Rs. 60,000 a year only as long as British Government desires the land is, however, so important that words should be added to that clause, if this is possible without endangering success of the negotiations, to the effect that His Majesty's Government reserve the option to determine lease at any time, and that the money would cease to be paid in the event of such option being exercised.

Proposal to acquire sites other than at Bunder Shweikh is being more fully investigated here in communication with Foreign Office and Admiralty, and questions of territorial jurisdiction, e.g., in case of Warba Island, appear to be involved. Foreign Office consider that wording in Clause 5, viz., "any of our land within Koweit boundaries or around it," is useful, and should be retained, but that the words printed in italics in Clause 8 should certainly be omitted.

I understand from your telegram 27th August that this has already been arranged, and with this omission Clauses 6, 7, and 8 are accepted.

The passage in the last lines of Knox's draft acceptance of the agreement should be abbreviated so as to read "the desire of the Government is that the friendship and agreement between the Government and the Sheikhs of Koweit may be perpetual."

Your views as expressed in your telegram 8th September as to customs, slaves, and independence are approved by His Majesty's Government, including, as regards customs, addition of proviso mentioned in your telegram 24th September. Rate levied from British merchants and Koweitis will then be 4 per cent., as explained in your telegram 29th September.

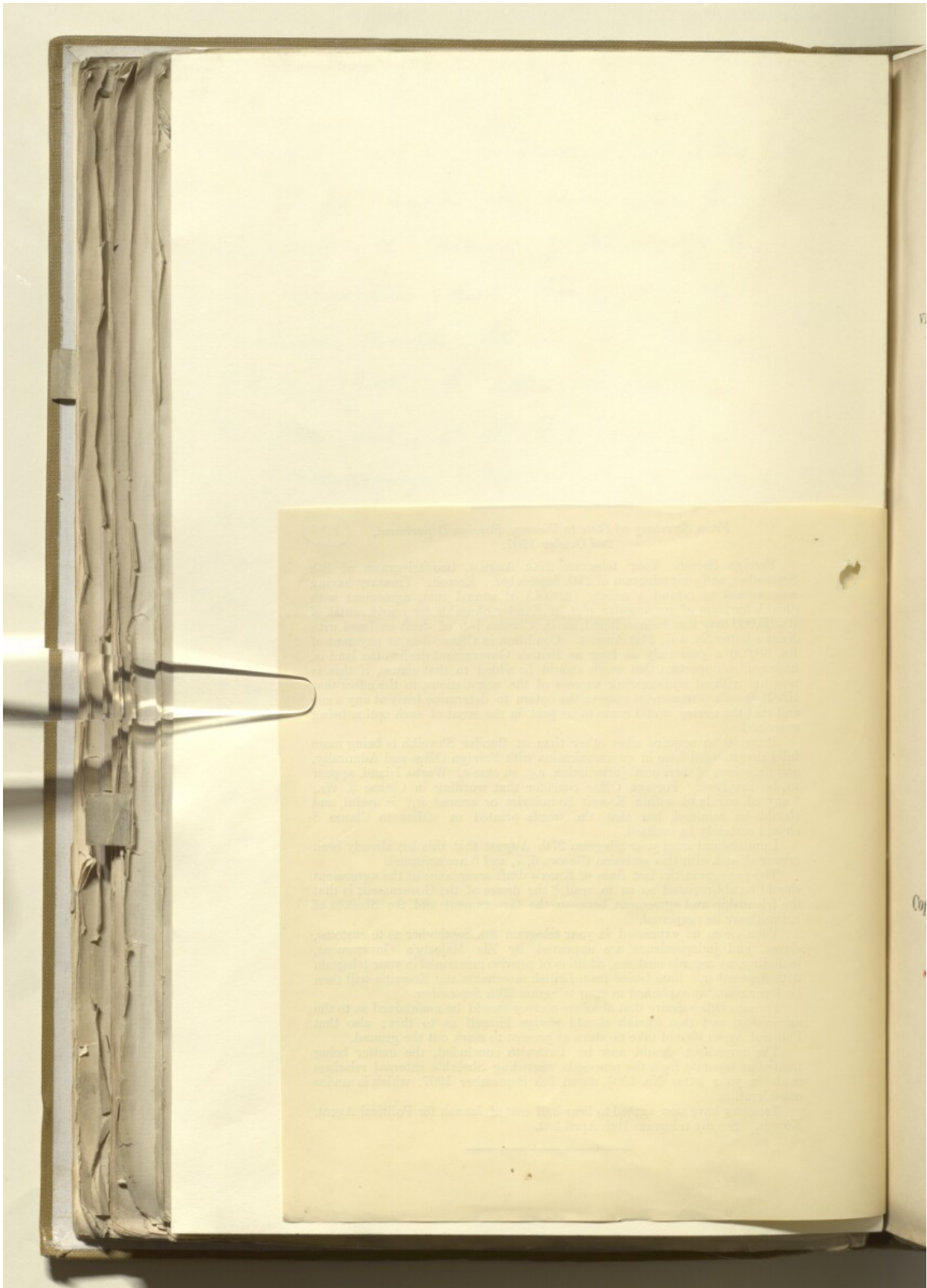
Foreign Office desire that absolute secrecy should be maintained as to the agreement, and that Sheikh should pledge himself as to this; also that Political Agent should take no steps at present to mark out the ground.

The agreement should now be forthwith concluded, the matter being treated as separate from the proposals regarding Sheikh's external relations made in your letter No. 150½, dated 5th September 1907, which is under consideration.

Treasury have now agreed to bear half cost of launch for Political Agent, Koweit. See my telegram 16th April last.

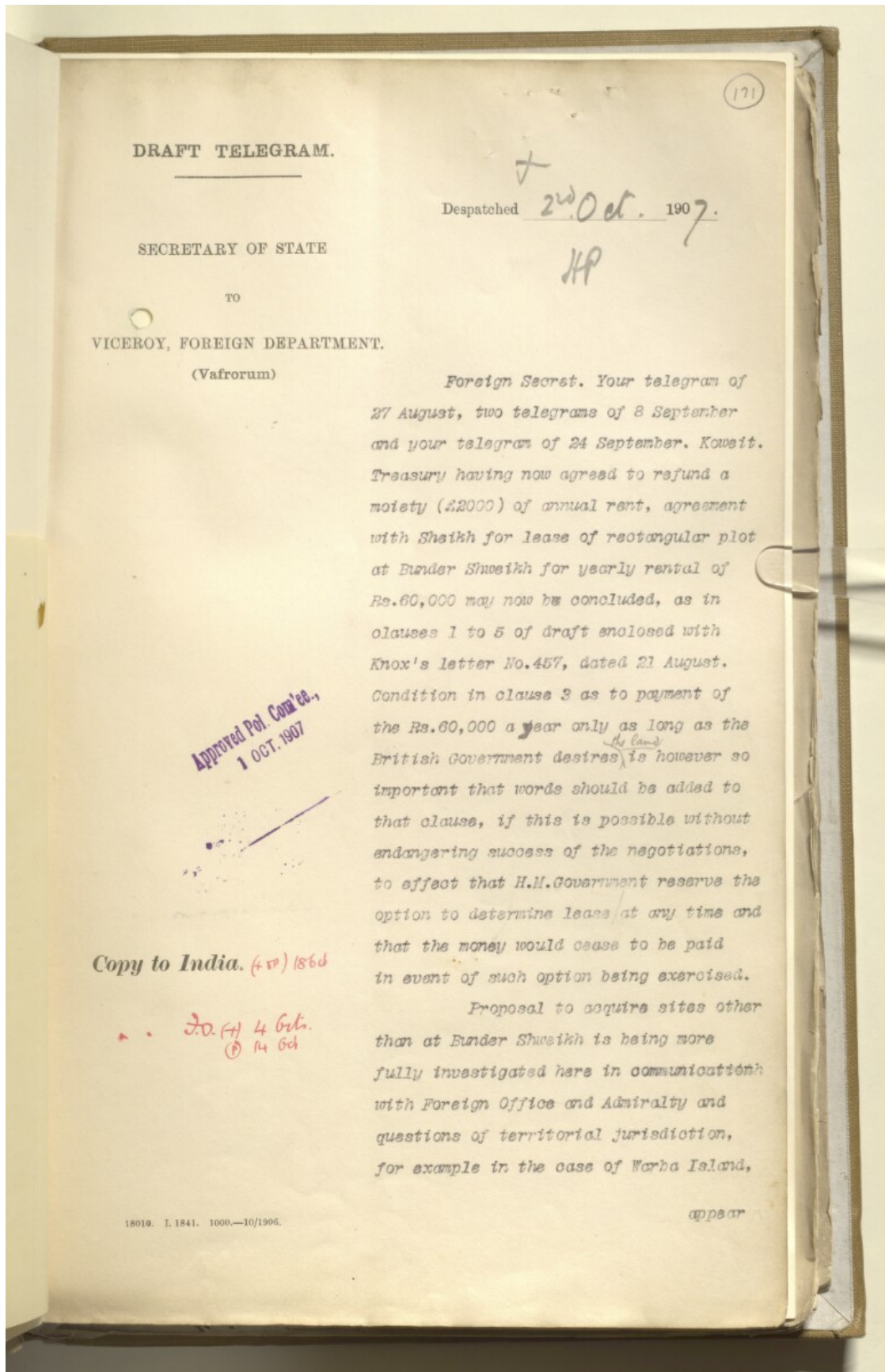


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٧٠ ظ] (٢٩٤/٩٨)



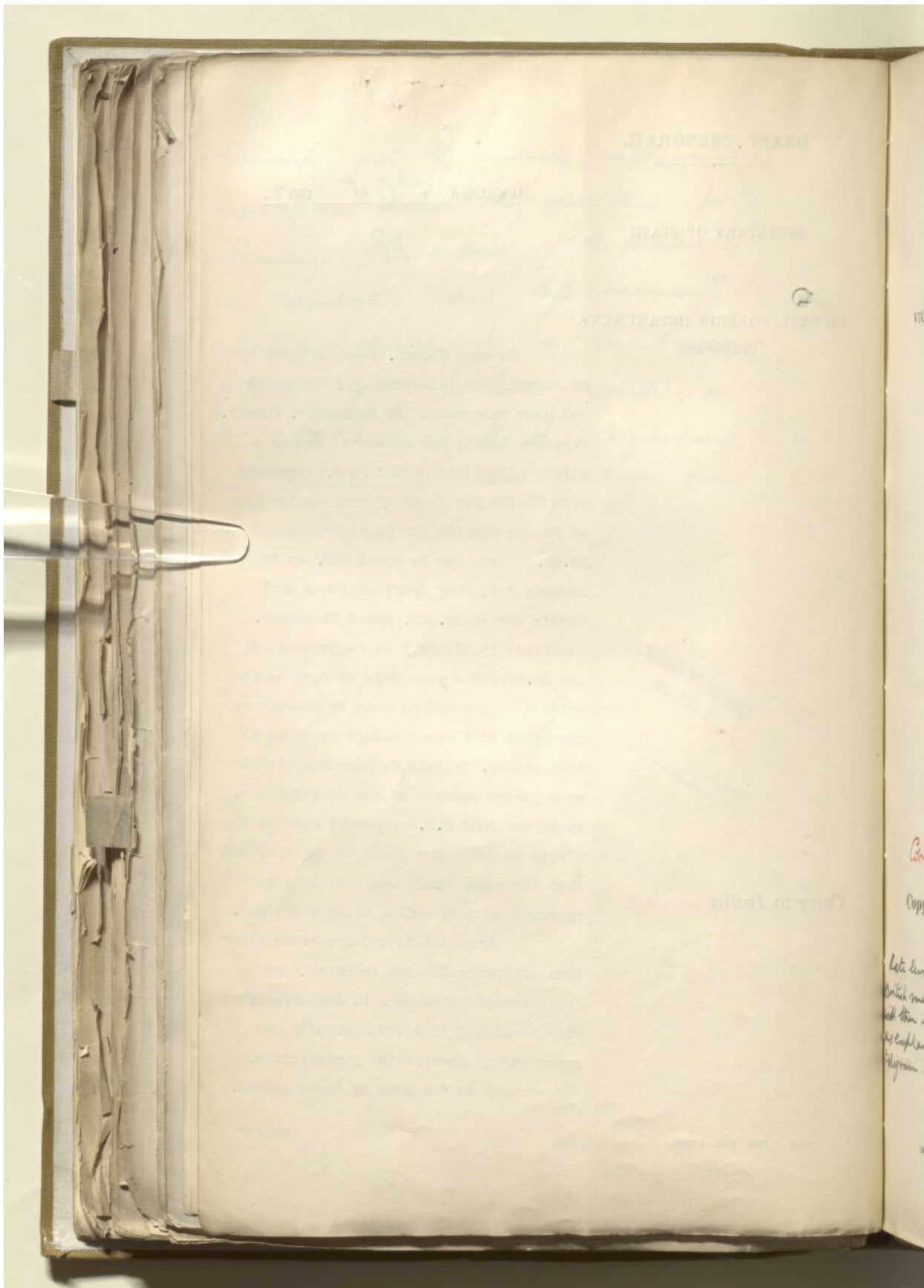


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٧١و] (٢٩٤/٩٩)



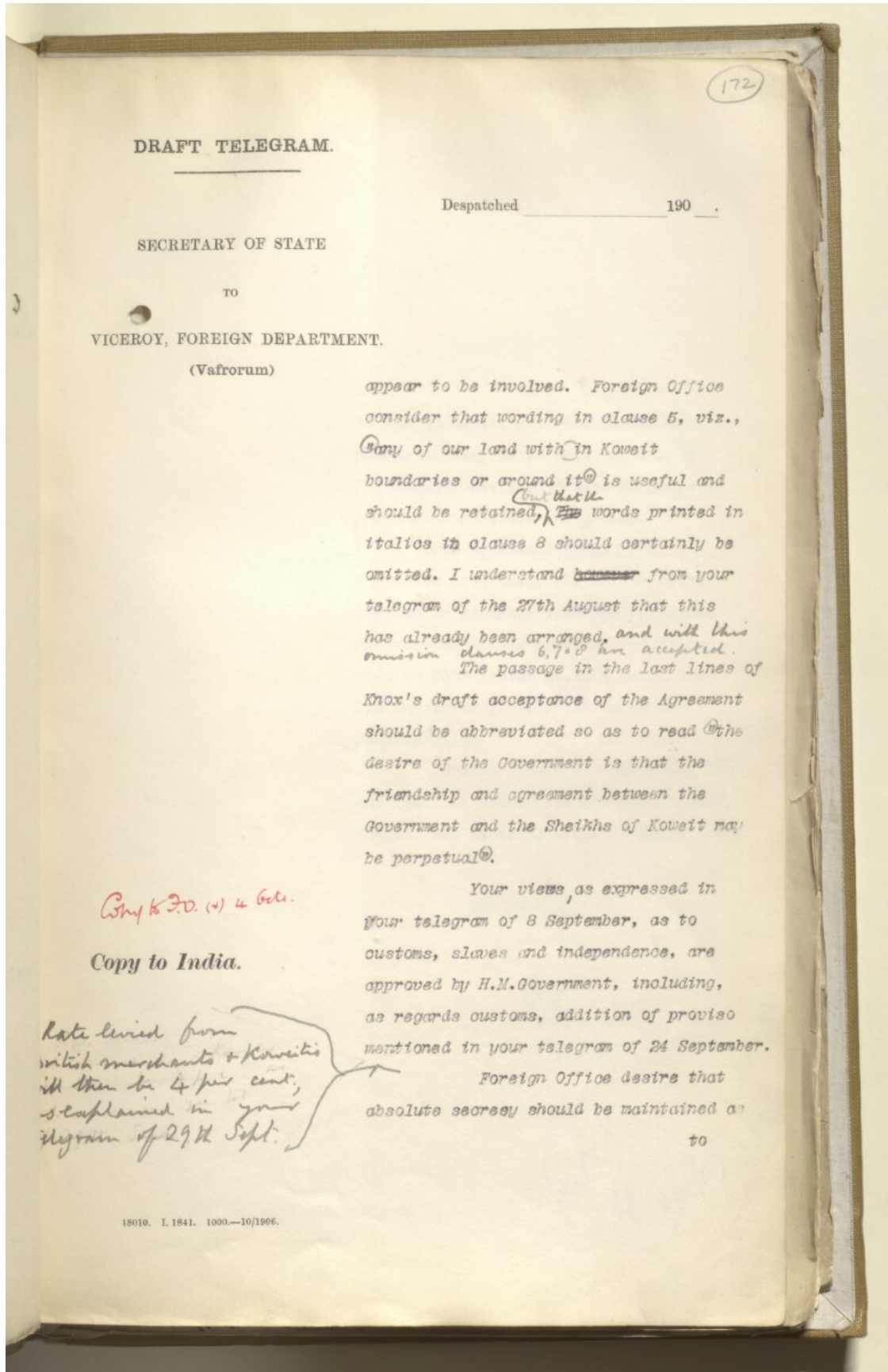


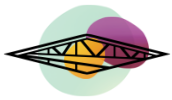
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٧١ظ] (٢٩٤/١٠٠)



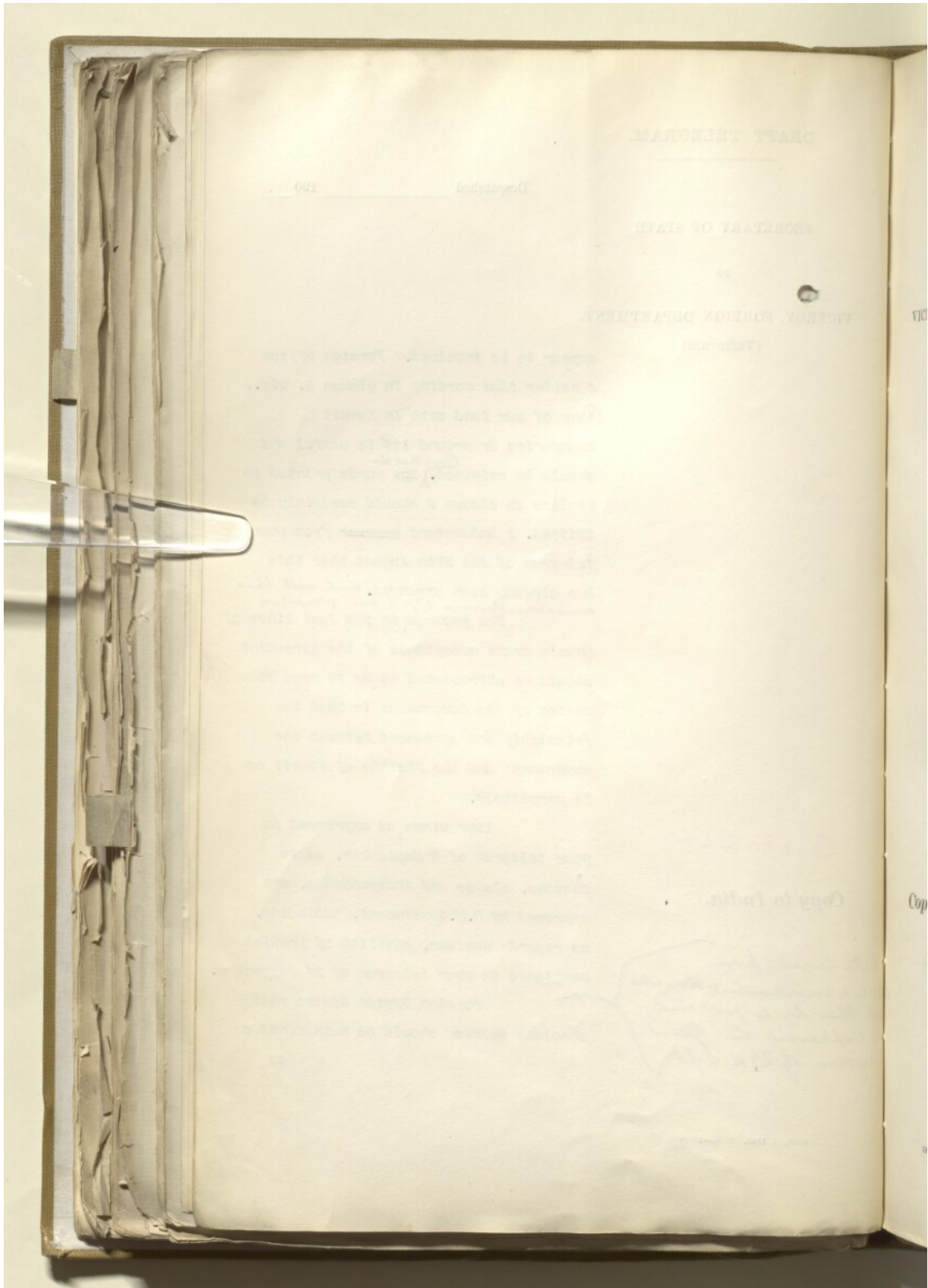


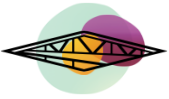
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٧٢] (٢٩٤/١٠١)



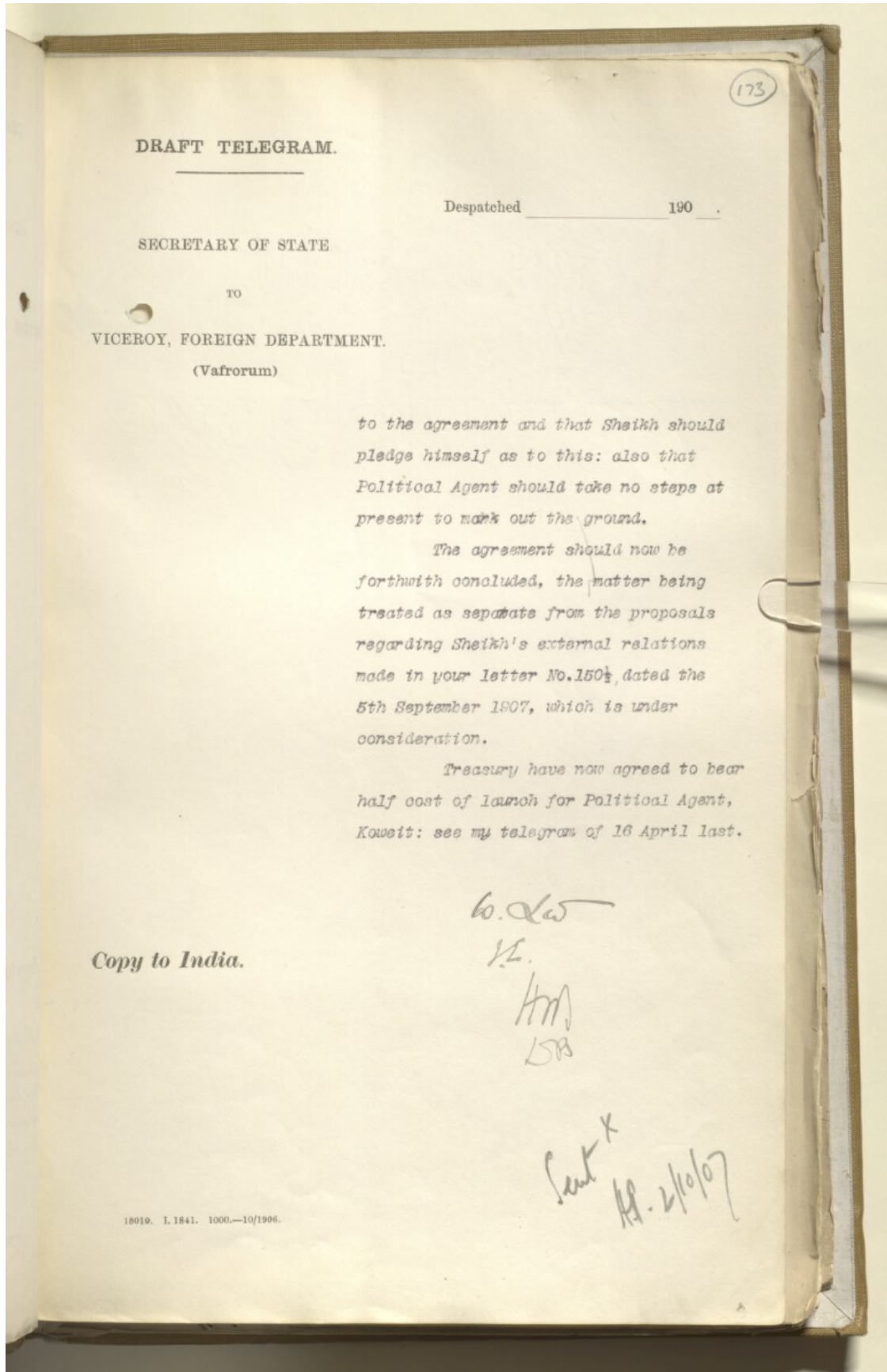


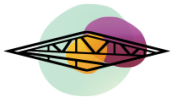
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٧٢ظ] (٢٩٤/١٠٢)



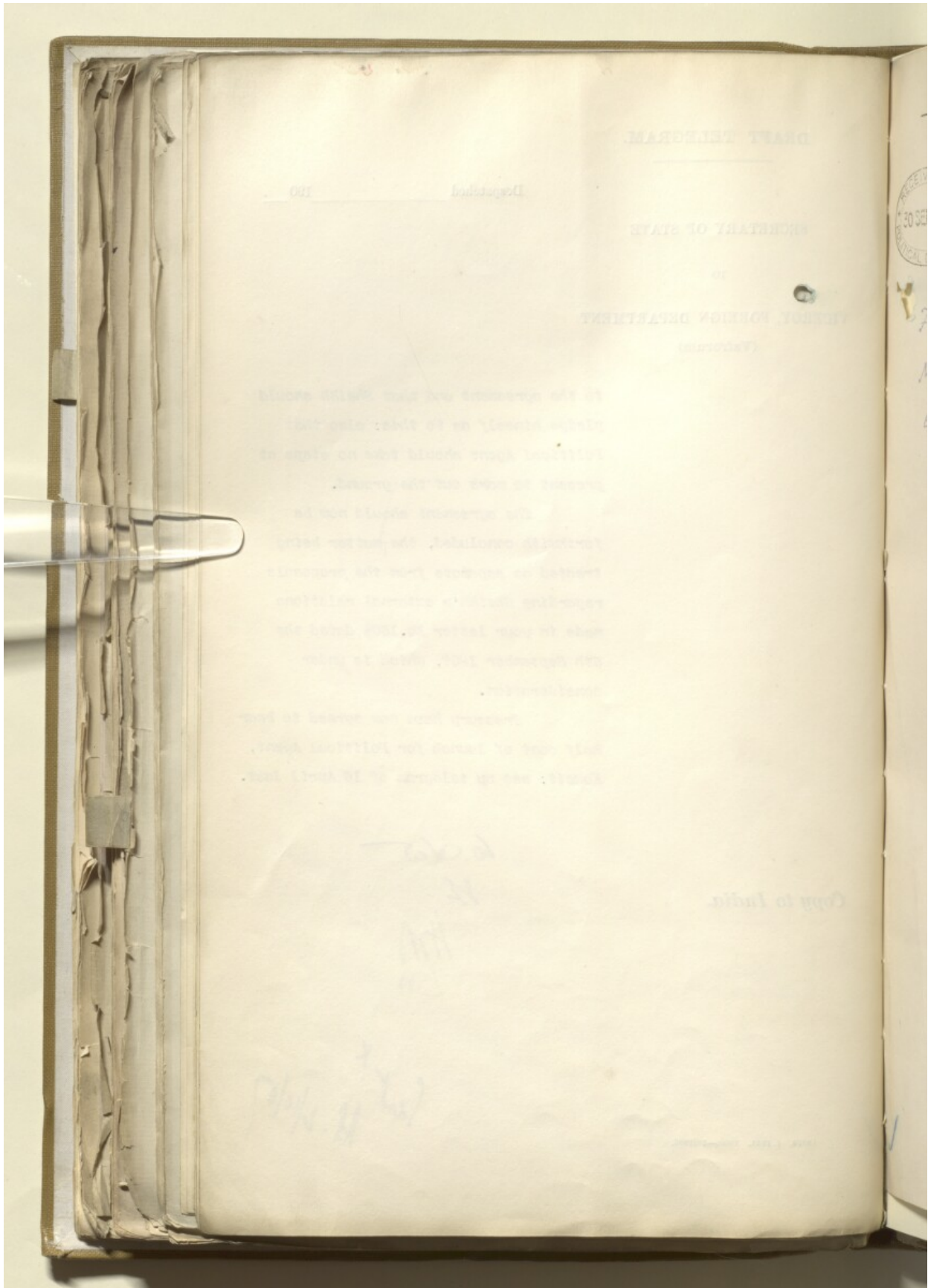


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٧٣و] (٢٩٤/١٠٣)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٧٣ظ] (٢٩٤/١٠٤)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. [١٧٤و] [٢٩٤/١٠٥]

1662 M. 1654 (174)

Departments are requested, if they suspect that there is any mistake in this telegram, to communicate immediately with the Private Secretary to the Parliamentary Under Secretary of State.

COPY OF TELEGRAM + ✓

FROM Viceroy

DATED Simla. 29th Sept. 07

RECEIVED AT LONDON OFFICE 4.56 a.m.

RECEIVED
20 SEP 1907
POLITICAL DEPARTMENT

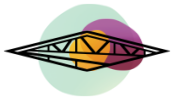
Circulates with
3709.

Foreign Secret. Koweit for-shore. —

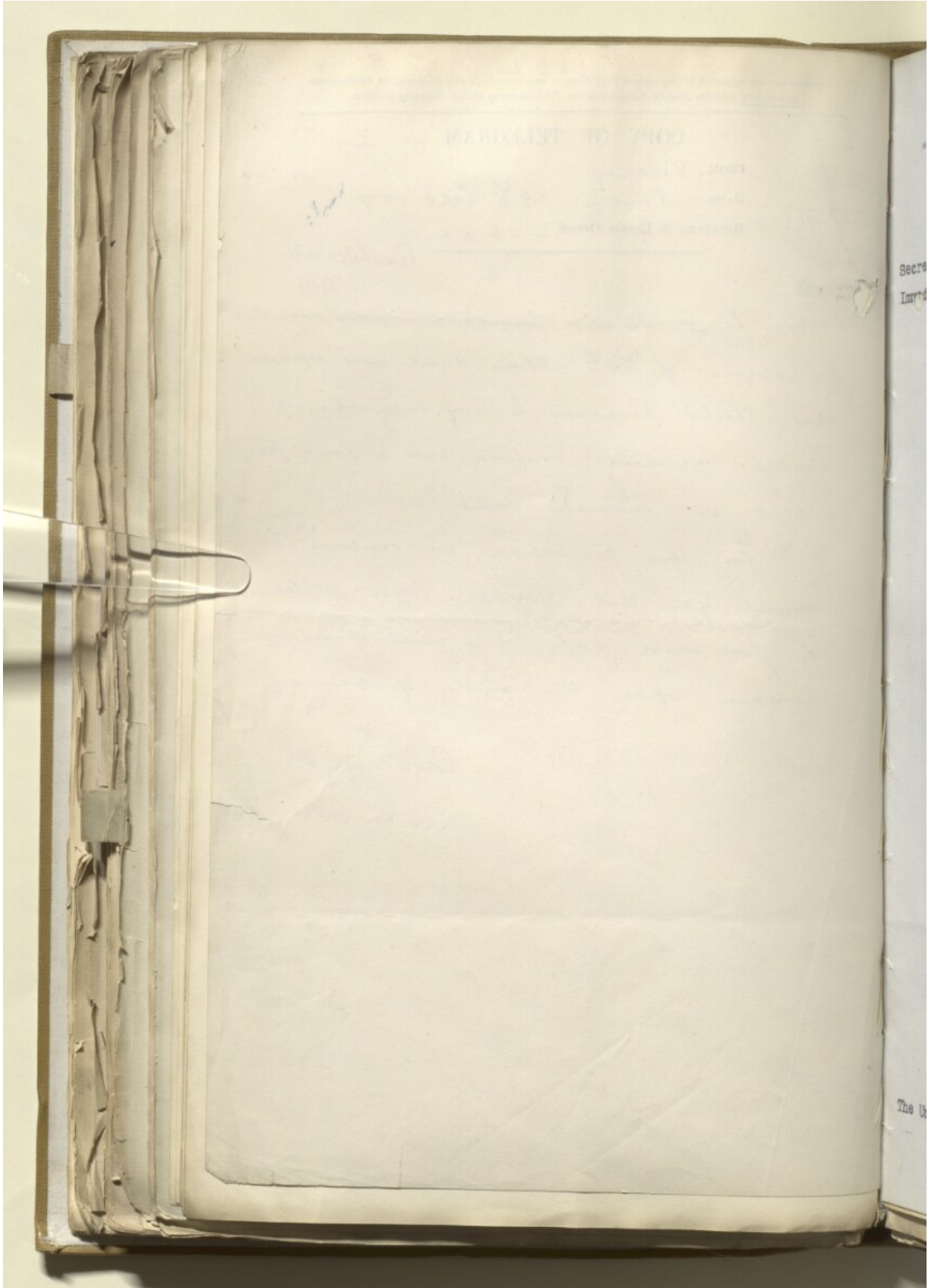
My telegram of 24th ultimo. Knox now reports that Sheikh proposes to levy on goods of British merchants uniform rate of four per cent on invoice value.

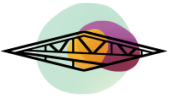
In this connection, we venture to remind you that Sheikh's offer of lease of for-shore whs, it is understood, only remain open till middle of October.

Cashy 530. 4 Oct
@ 12 al
.. 2nd 1864

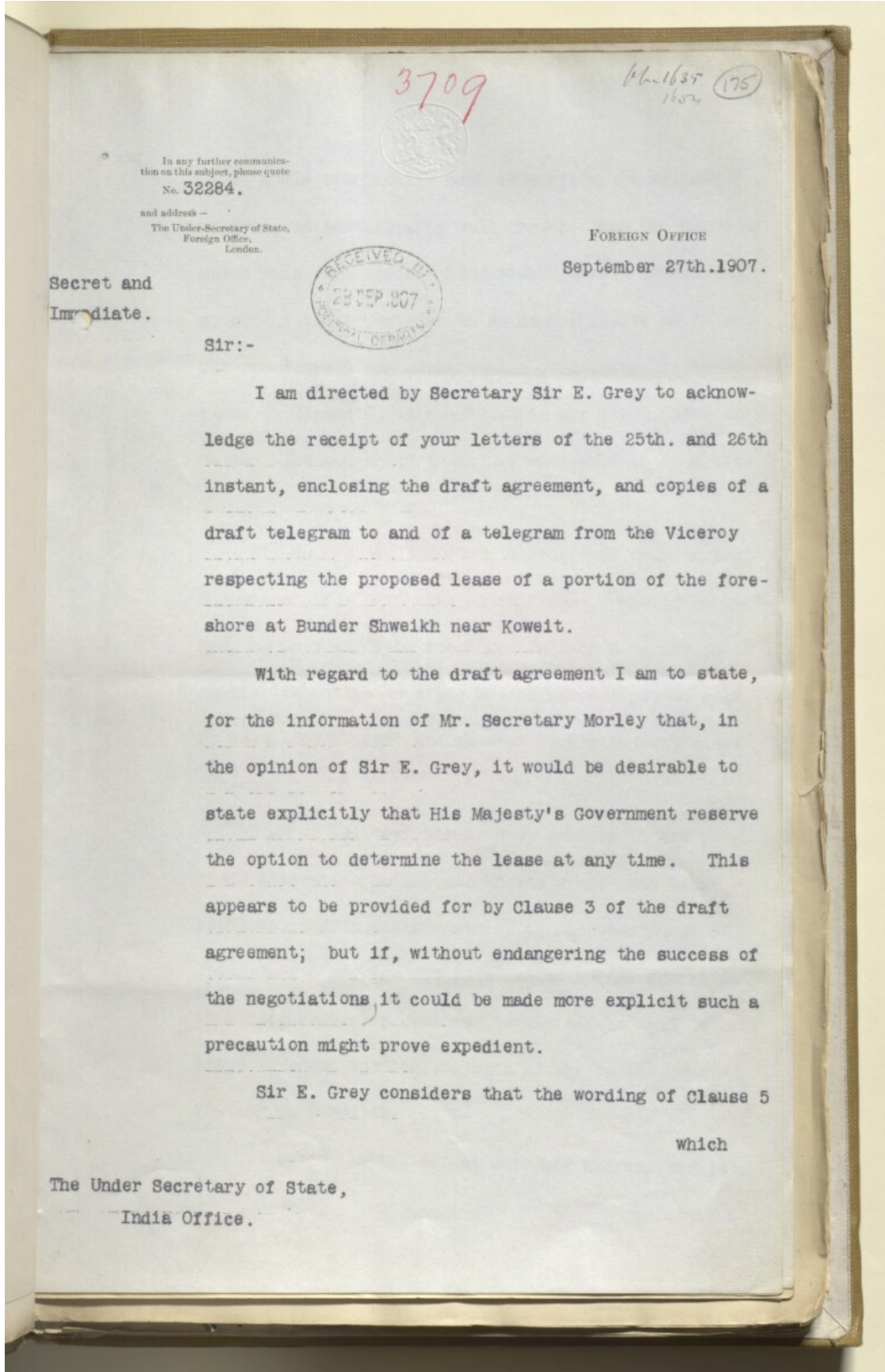


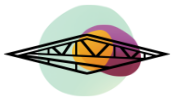
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٧٤ظ] (٢٩٤/١٠٦)





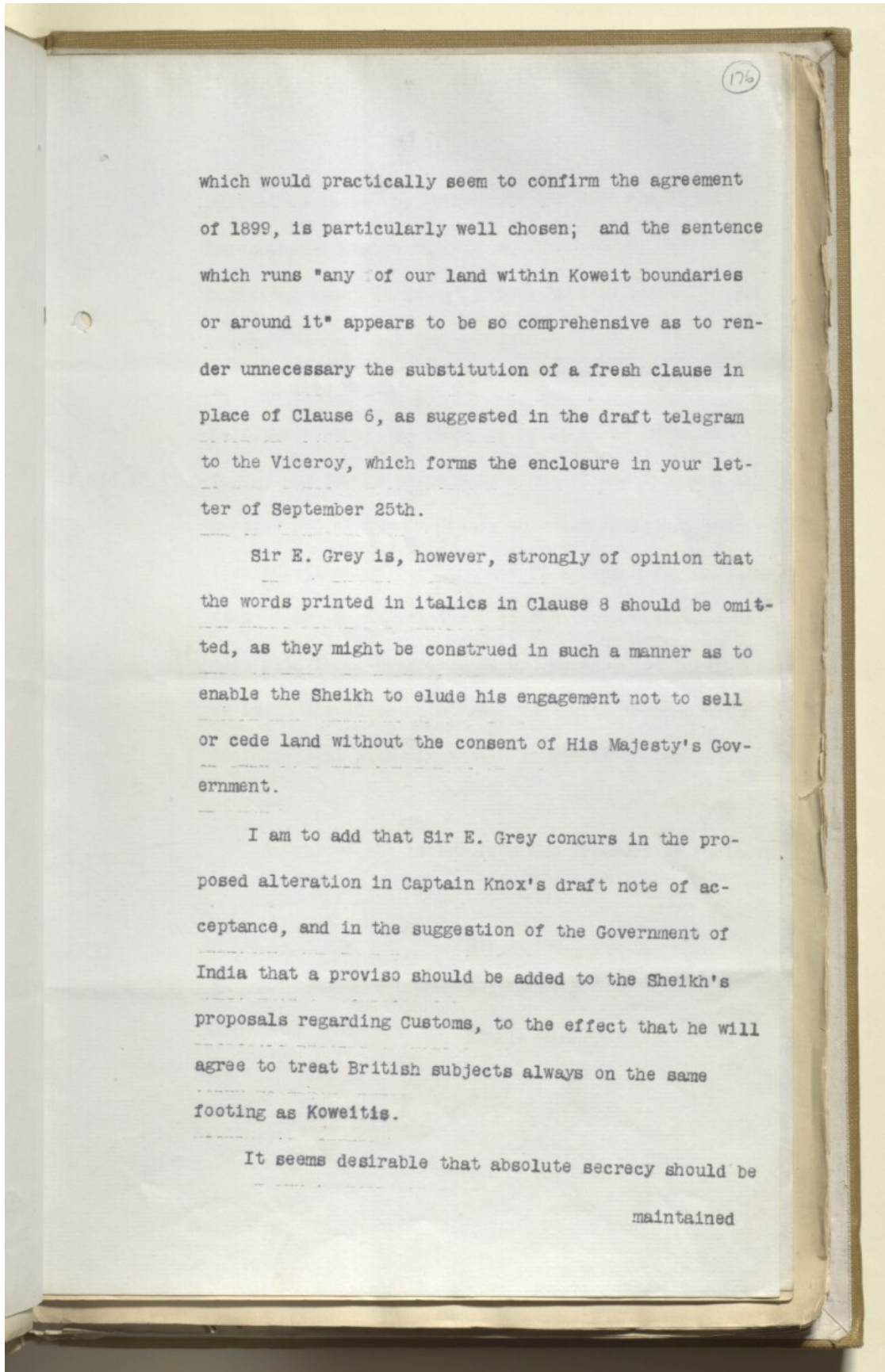
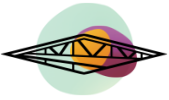
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٧٥] (٢٩٤/١٠٧)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٧٥ظ] (٢٩٤/١٠٨)



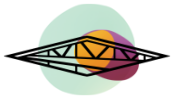


which would practically seem to confirm the agreement of 1899, is particularly well chosen; and the sentence which runs "any of our land within Koweit boundaries or around it" appears to be so comprehensive as to render unnecessary the substitution of a fresh clause in place of Clause 6, as suggested in the draft telegram to the Viceroy, which forms the enclosure in your letter of September 25th.

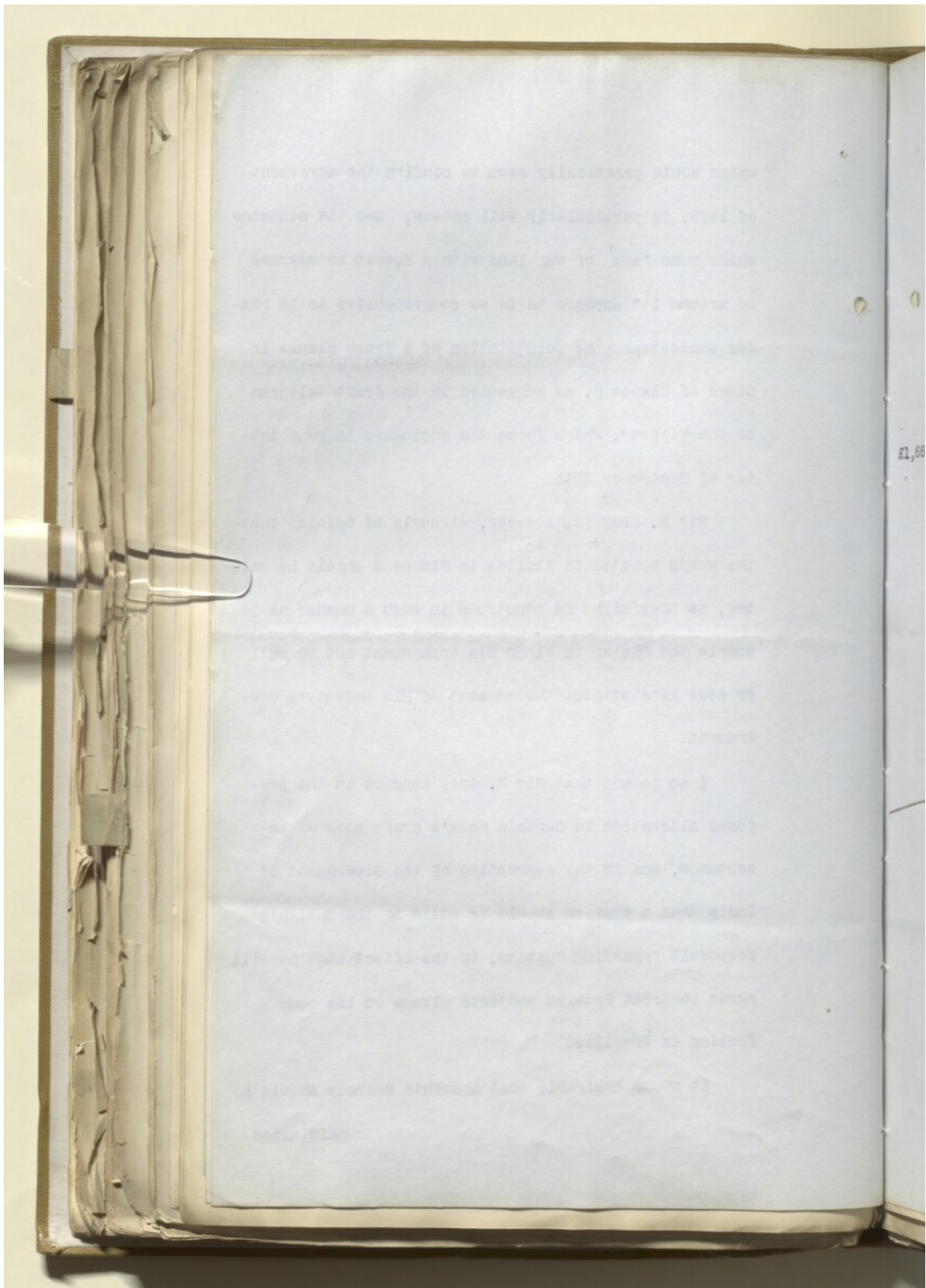
Sir E. Grey is, however, strongly of opinion that the words printed in italics in Clause 8 should be omitted, as they might be construed in such a manner as to enable the Sheikh to elude his engagement not to sell or cede land without the consent of His Majesty's Government.

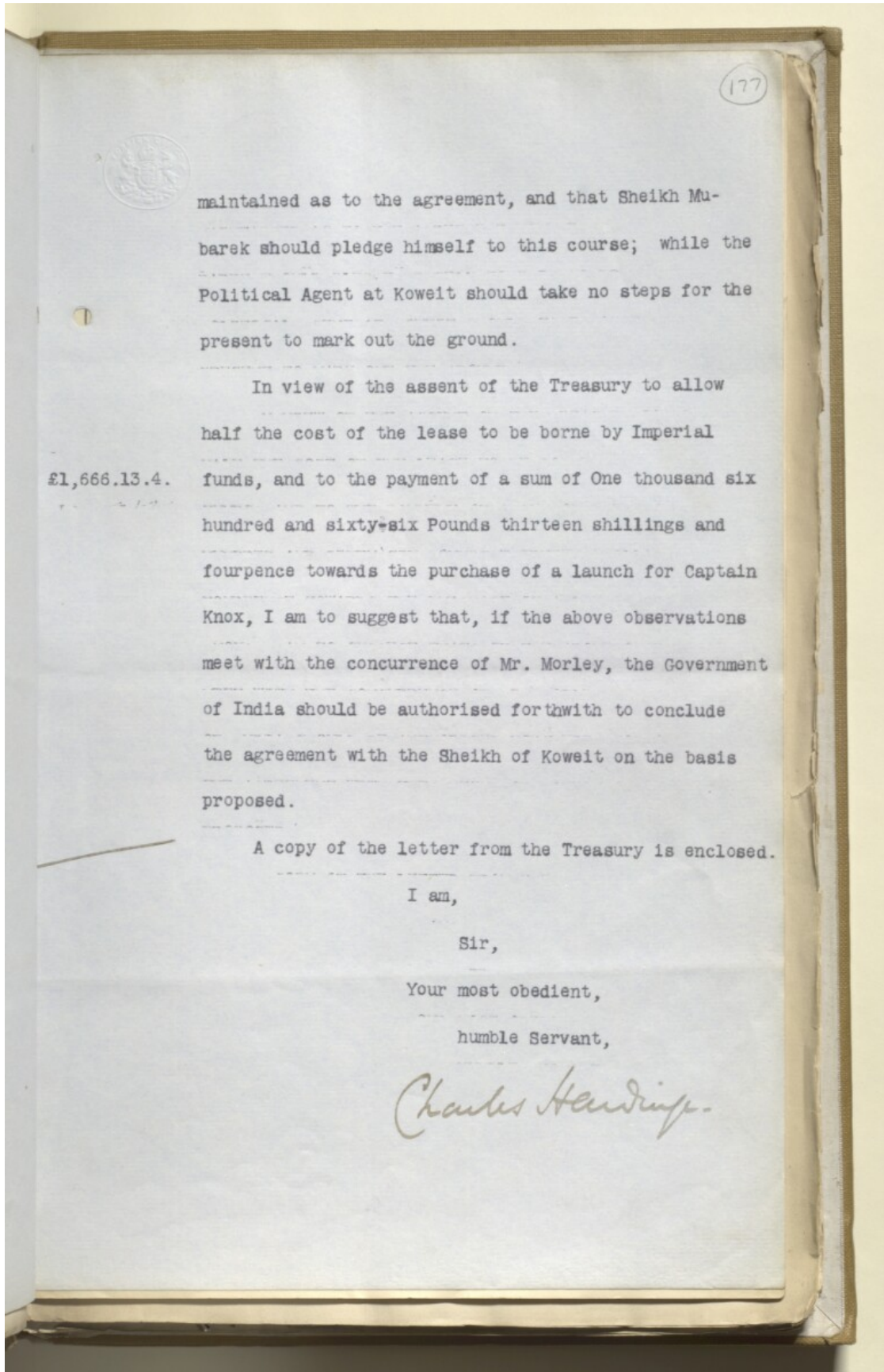
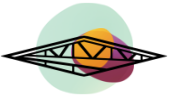
I am to add that Sir E. Grey concurs in the proposed alteration in Captain Knox's draft note of acceptance, and in the suggestion of the Government of India that a proviso should be added to the Sheikh's proposals regarding Customs, to the effect that he will agree to treat British subjects always on the same footing as Koweitis.

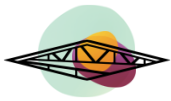
It seems desirable that absolute secrecy should be maintained



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٧٦ظ] (٢٩٤/١١٠)

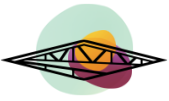




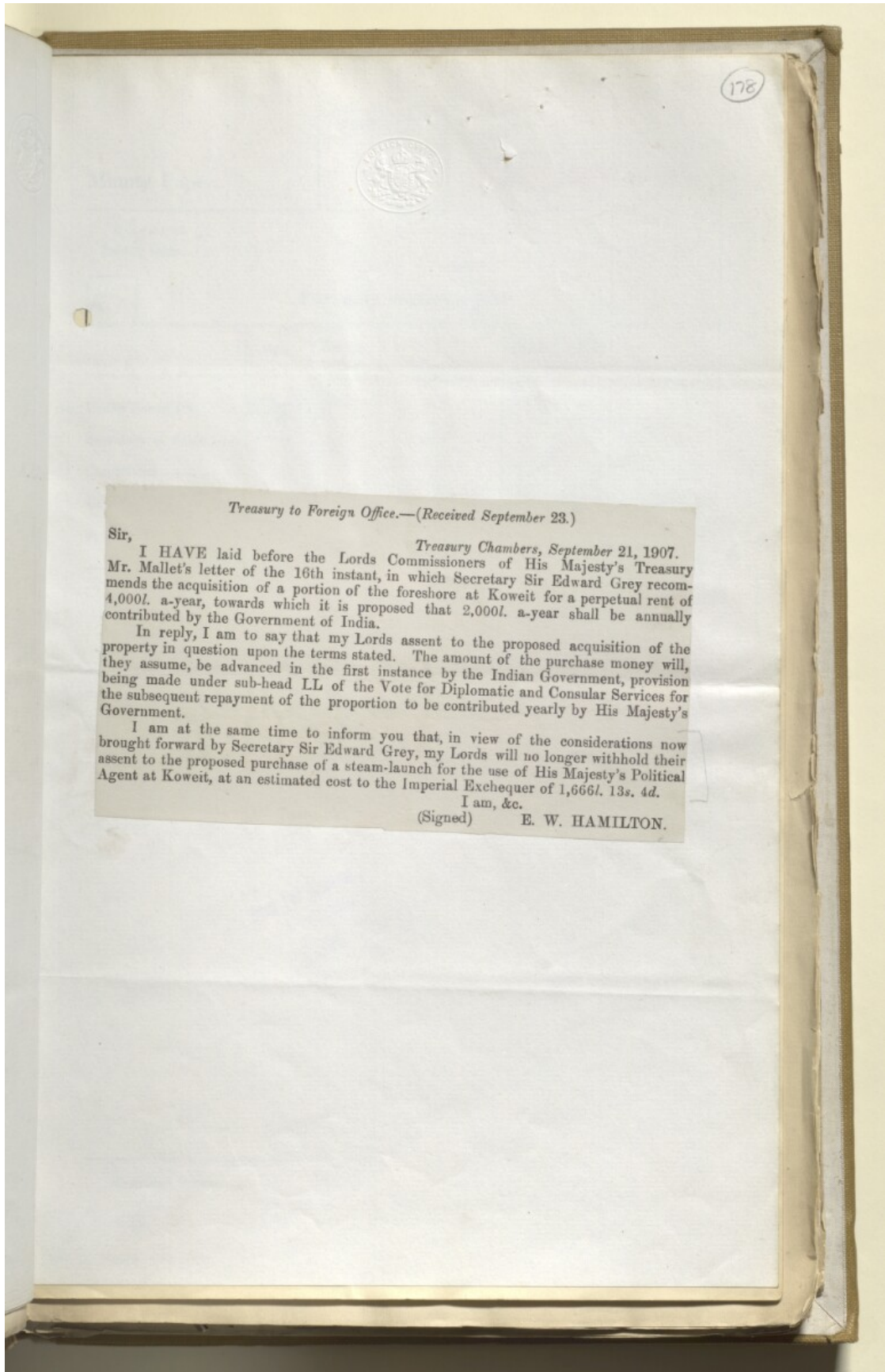


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٧٧ظ] (٢٩٤/١١٢)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٧٨و] (٢٩٤/١١٣)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[١٧٨ظ] (٢٩٤/١١٤)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٧٩] [٢٩٤/١١٥]

(179)

Minute Paper.

Register No. 1652+

SECRET DEPARTMENT.

Telegram Letter from Viceroy.

Dated } 24 Sept. 1907.
Rec.

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	25 Sept.	JS	Koweit.
Secretary of State			Foreshore. Govt. of India consider Sheikh's proposals regarding customs unobjectionable, provided Sheikh agrees to treat British subjects always on same footing, <u>qua</u> Customs rates, as Koweitis.
Committee			
Under Secretary.....			
Secretary of State			

Copy to India (Lr to 20)
4 Oct. '07
Secy 40

24. 57.0.

Seen Pol. Comm. 1 OCT. 1907 (with 3709)

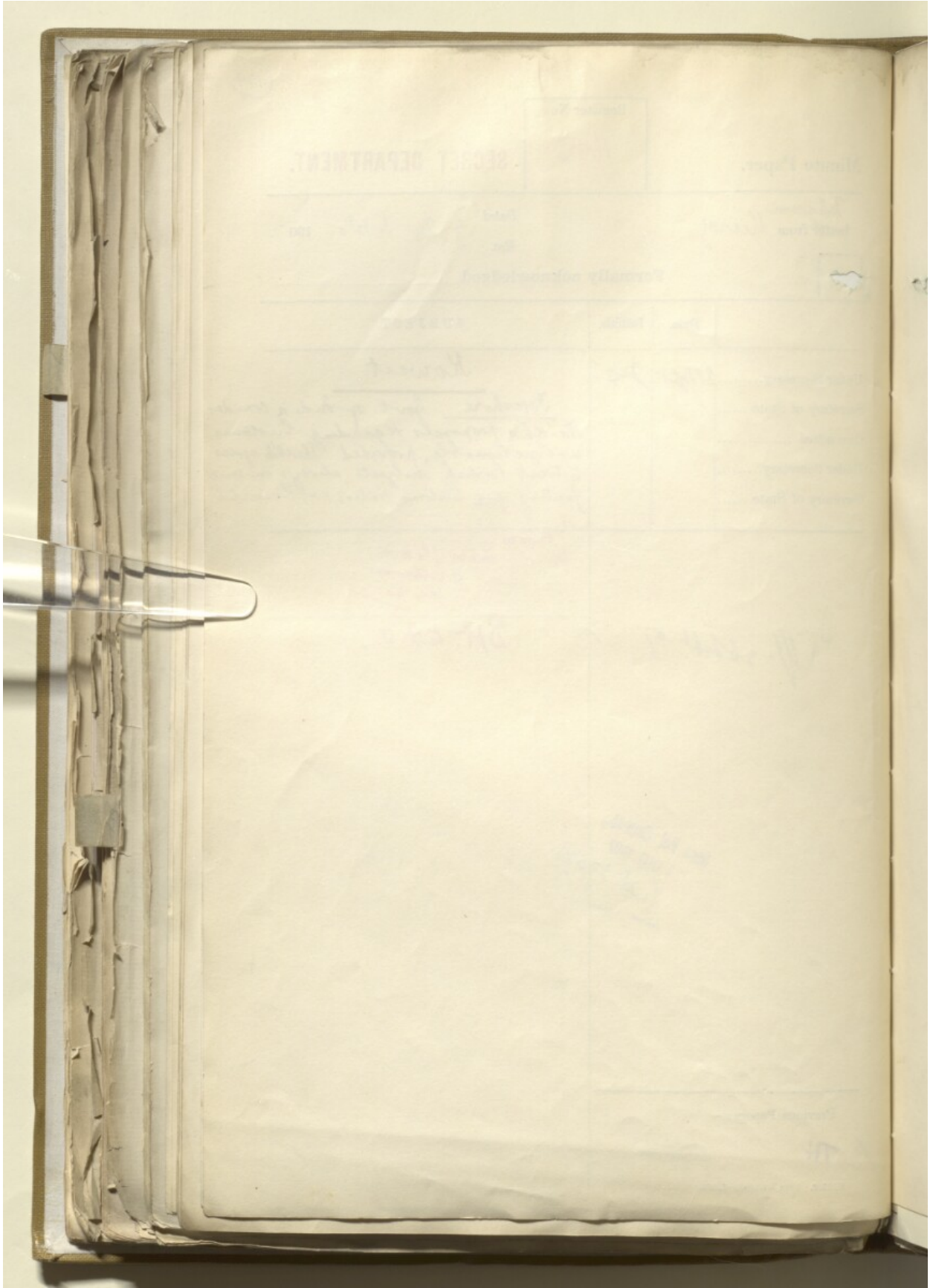
Previous Papers:—

TH 1635

Y 12568. 1000.-4/1907. I. 573.

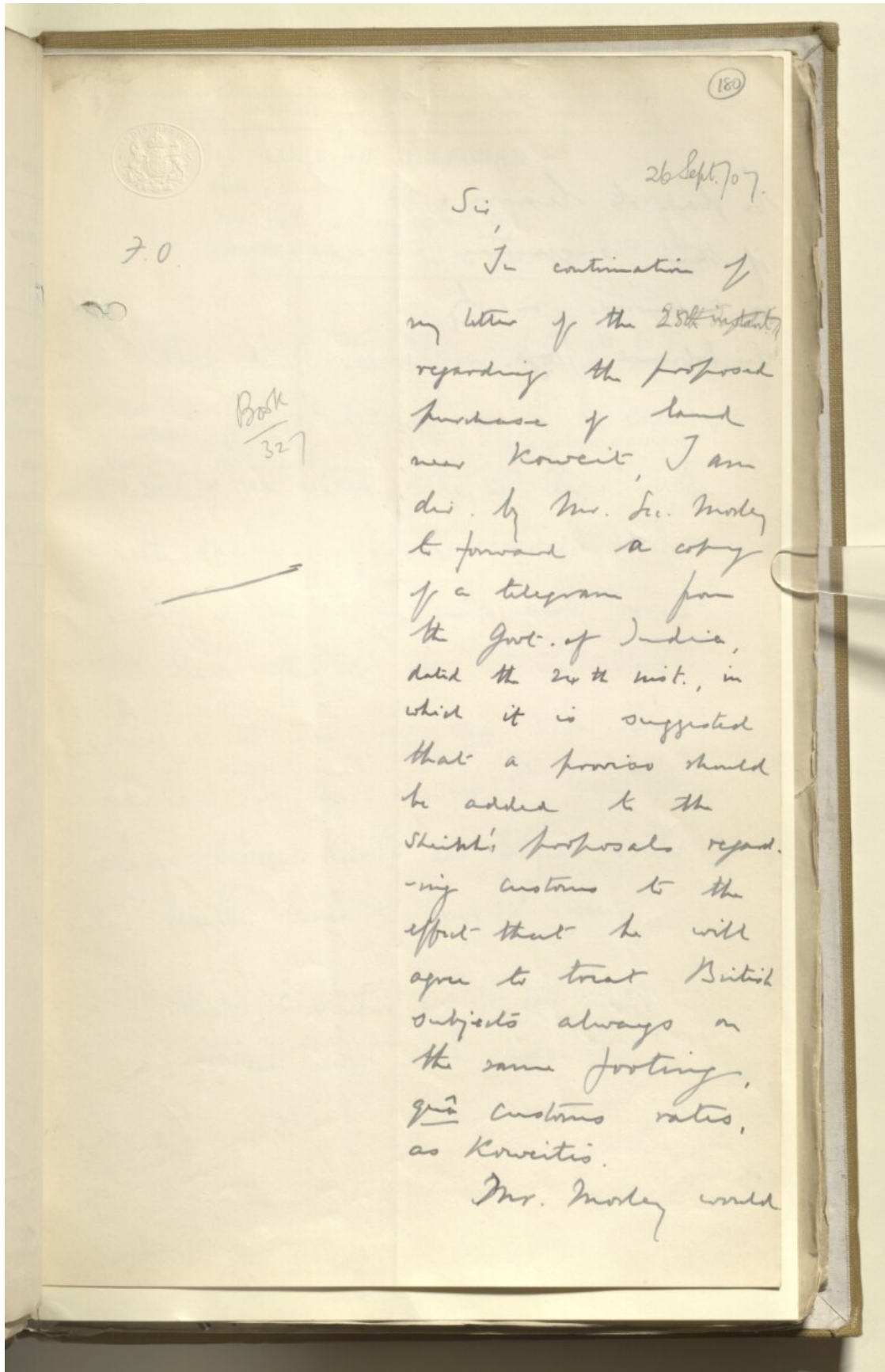


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٧٩ظ] (٢٩٤/١١٦)



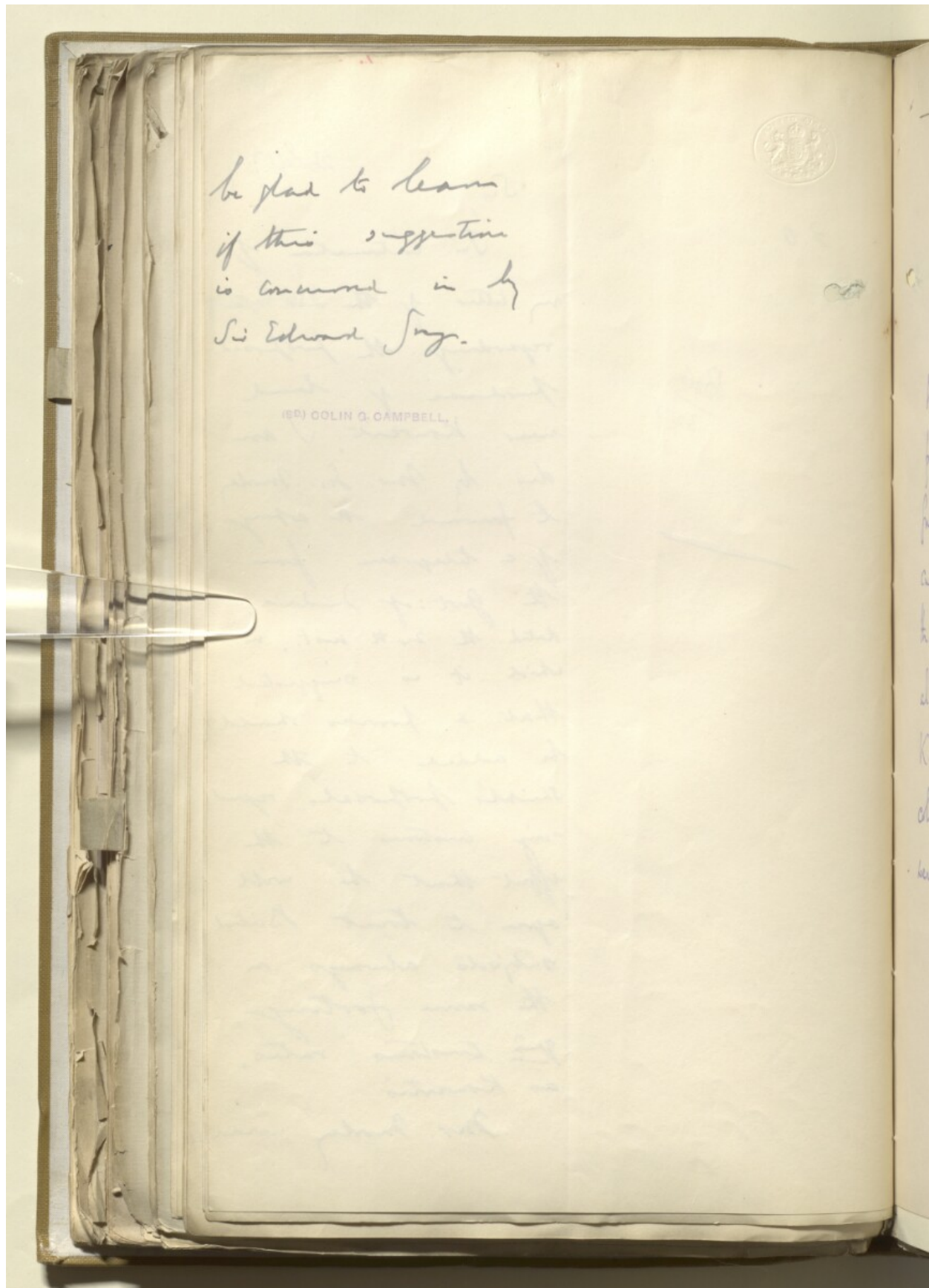


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. "[١٨٠] (٢٩٤/١١٧)



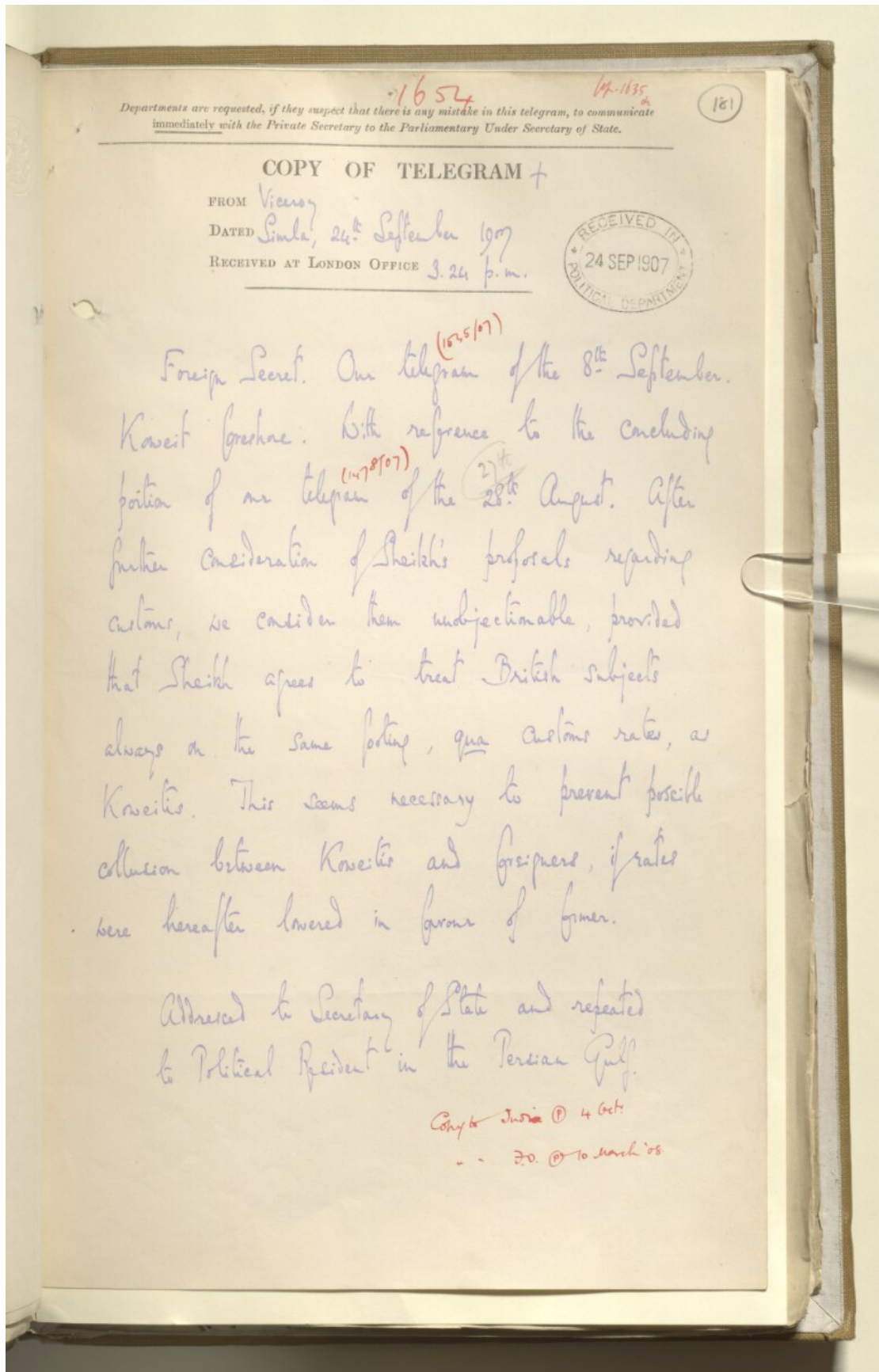


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[١٨٠ظ] (٢٩٤/١١٨)



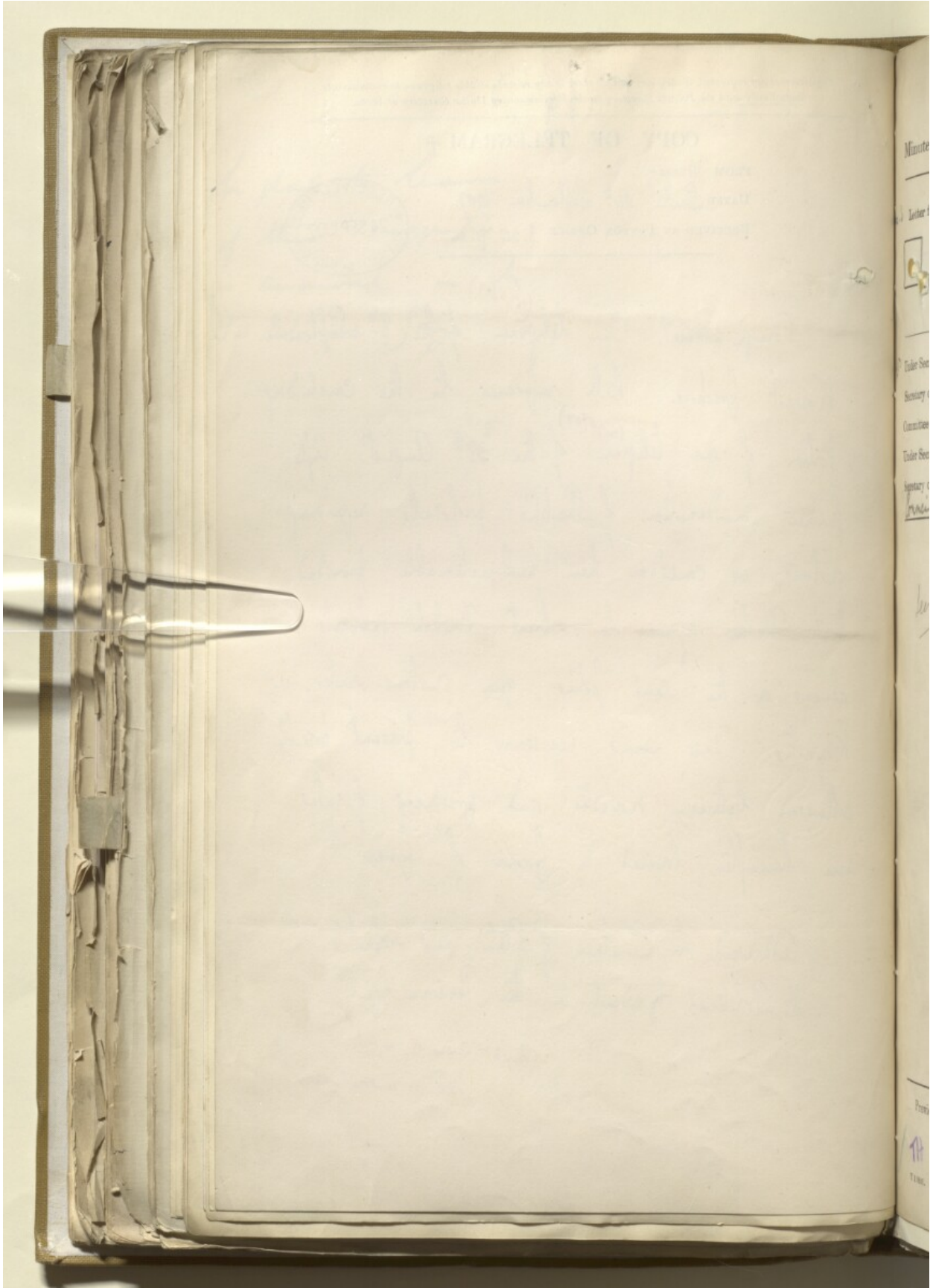


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. [١٨١] [٢٩٤/١١٩]





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٨١ظ] (٢٩٤/١٢٠)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. " [١٨٢] [٢٩٤/١٢١]

Minute Paper.

Register No. 1635

Political SECRET DEPARTMENT.

Letter from India, No. 36 m. Dated 5th Sept. 1907.
Rec. 23rd -

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	23 Sept.	MS	Koweit.
Secretary of State			
Committee	24	Off	Dft agreement with
Under Secretary.....	24	Off	Shikh as to land at
Secretary of State	24	Off	Bunder Shweikh.
Council.....			

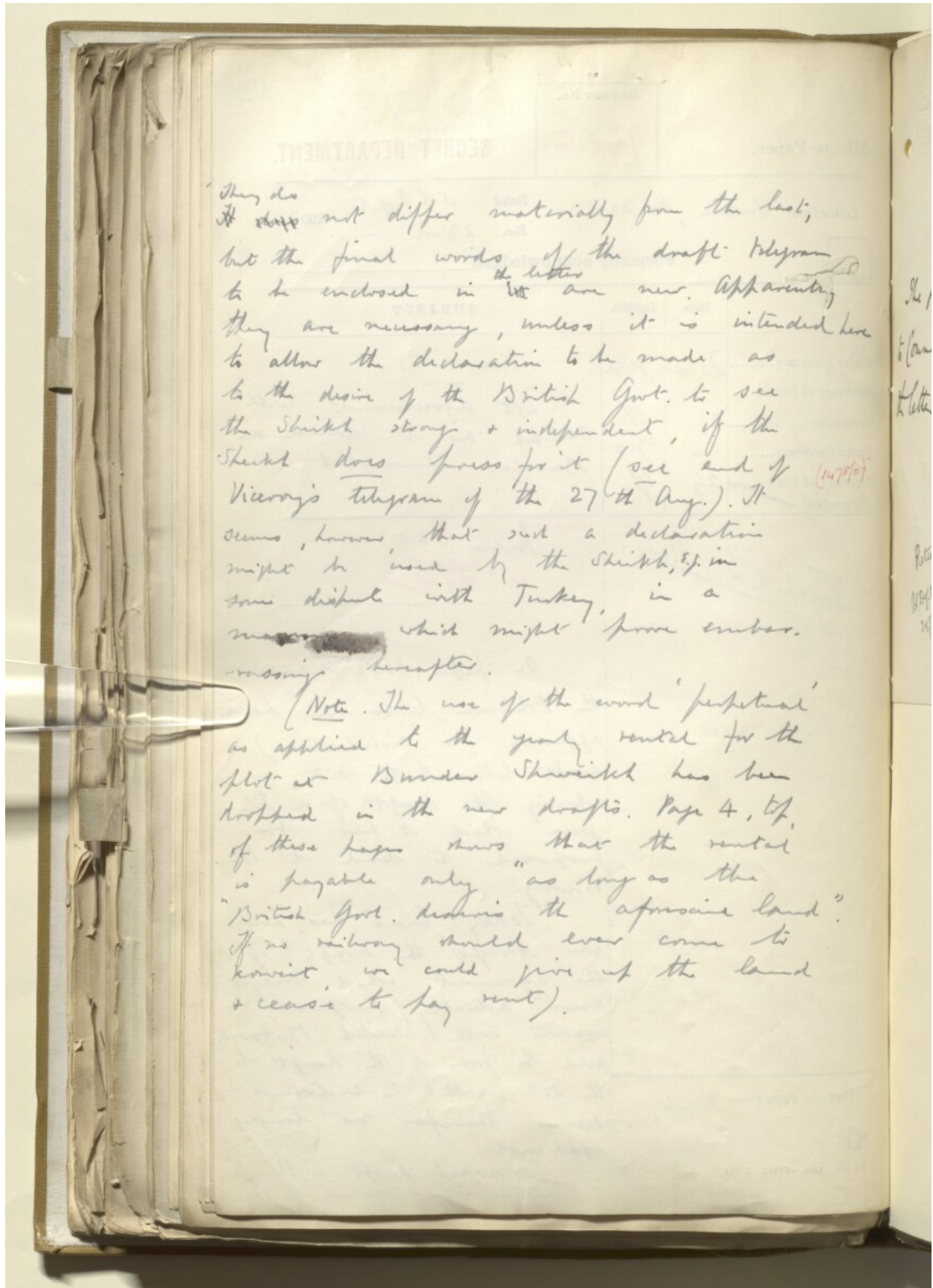
Copy to India (R. to 20)
4 Oct 07
Ser 440

On paper 3640 below
the Political Committee have
approved (in circulation) a
draft letter to the F.O., en-
closing the draft of a tele-
gram which it has been
proposed to send to the
Viceroy.
Today's mail has, how-
ever, brought the draft of
the agreement which Major
Knox actually proposes to
conclude with Sheikh Mubarak,
and the form of the draft to
the F.O., with its enclosure,
seems therefore no longer
applicable.
A revised draft is therefore
submitted, with a revised enclosure.

Previous Papers:— 3640/07

TH

Y 11891. 2002.—4/1906. I. 632.

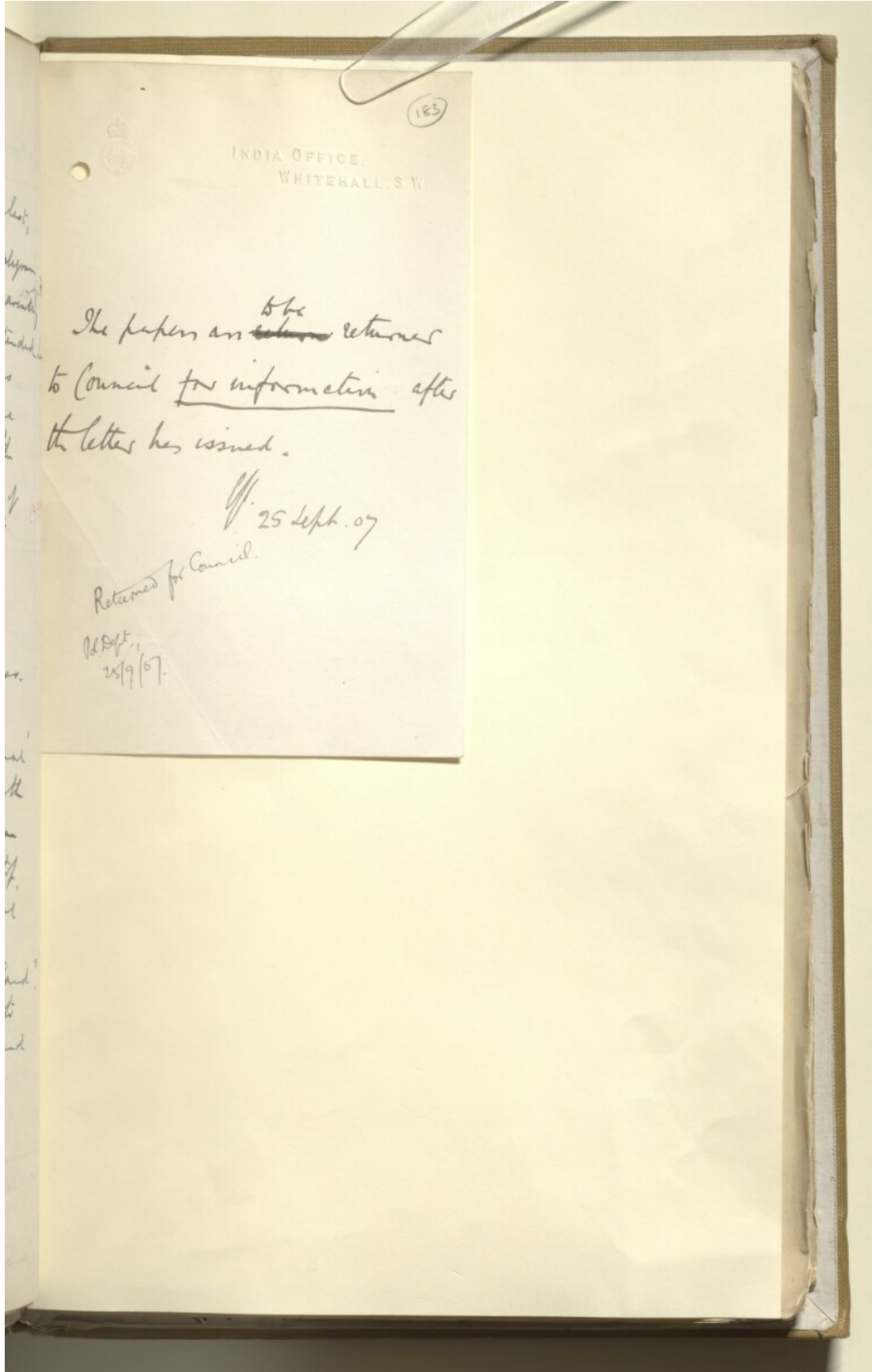


They do
It does not differ materially from the last;
but the final words of the draft telegram
to be enclosed in ^{the letter} are new. Apparently
they are necessary, unless it is intended here
to allow the declaration to be made as
to the desire of the British Govt. to see
the Sheikh strong & independent, if the
Sheikh does press for it (see end of
Vicary's telegram of the 27th Aug.). It
seems, however, that such a declaration
might be used by the Sheikh, & in
some dispute with Turkey, in a
manner which might prove embar-
rassing hereafter.

(Note. The use of the word 'perpetual'
as applied to the yearly rental for the
plot at Bandar Shauikh has been
dropped in the new drafts. Page 4, top,
of these papers shows that the rental
is payable only "as long as the
British Govt. desires the aforesaid land".
If no railway should ever come to
Koweit, we could give up the land
& cease to pay rent).

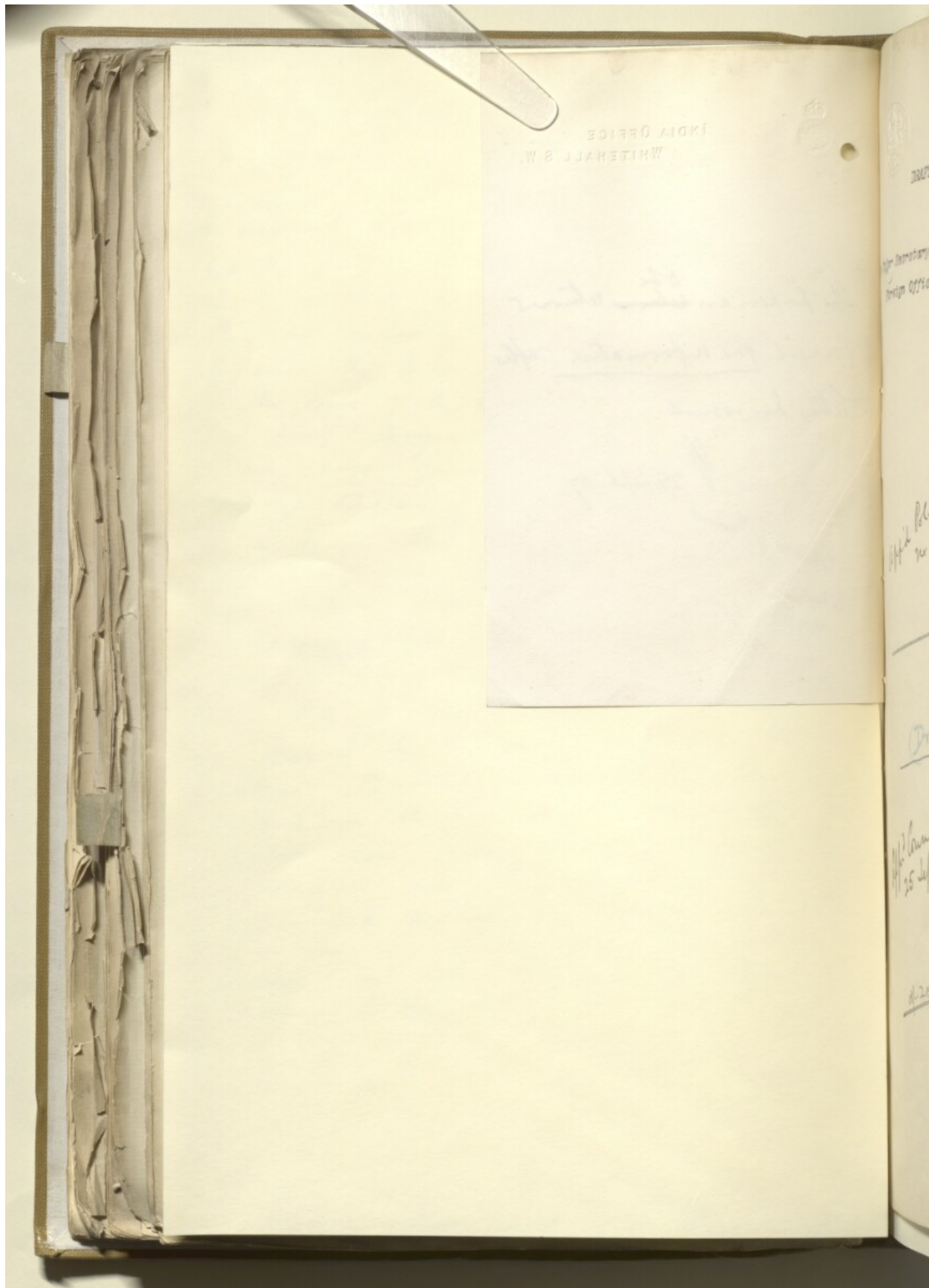


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٨٣و] (٢٩٤/١٢٣)



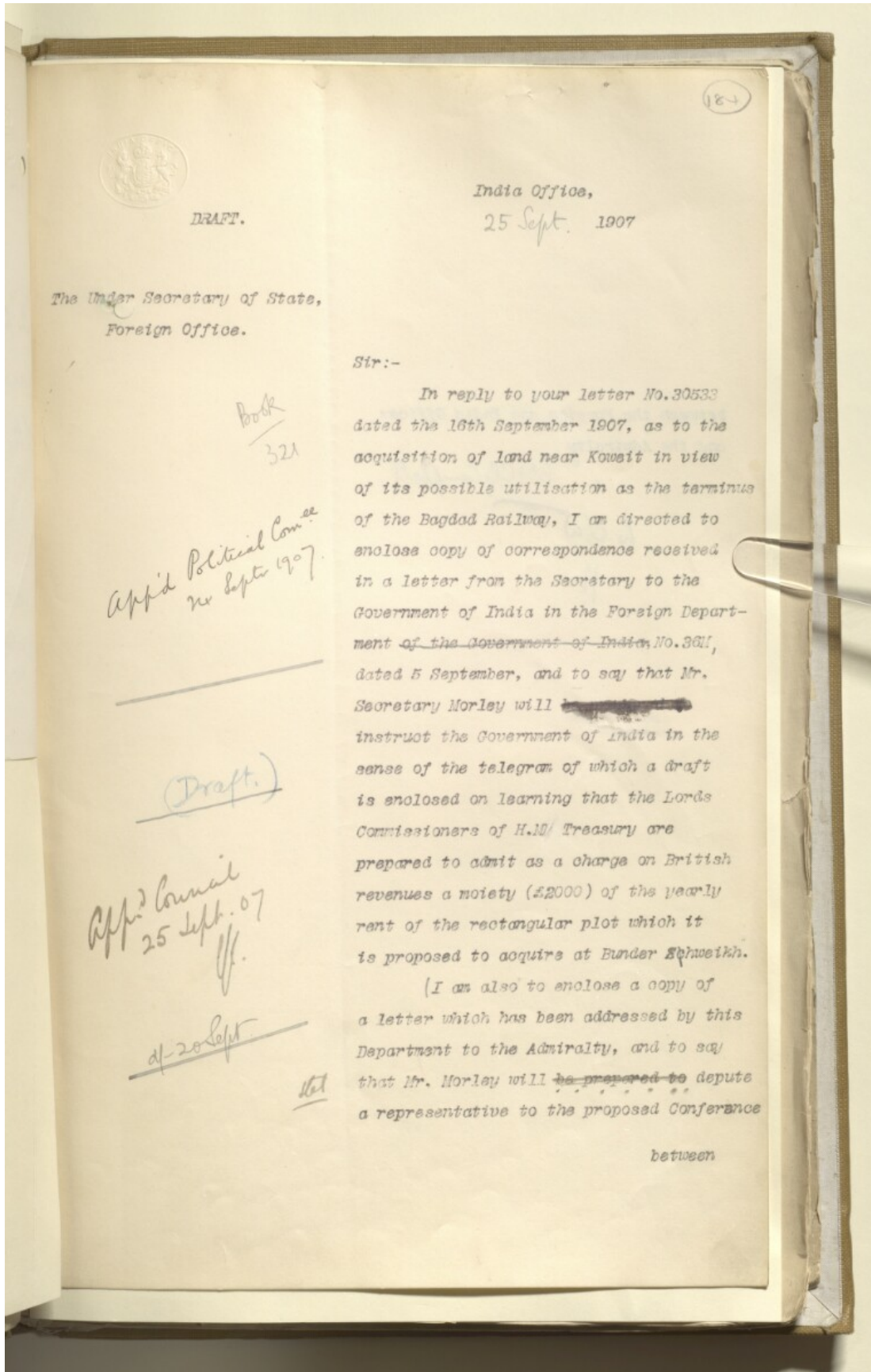


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٨٣ظ] (٢٩٤/١٢٤)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٨٤] [٢٩٤/١٢٥]



DRAFT.

India Office,
25 Sept. 1907

The Under Secretary of State,
Foreign Office.

Sir:-

In reply to your letter No. 30533 dated the 16th September 1907, as to the acquisition of land near Kowait in view of its possible utilisation as the terminus of the Bagdad Railway, I am directed to enclose copy of correspondence received in a letter from the Secretary to the Government of India in the Foreign Department of the Government of India No. 3611, dated 5 September, and to say that Mr. Secretary Morley will ~~be prepared to~~ instruct the Government of India in the sense of the telegram of which a draft is enclosed on learning that the Lords Commissioners of H.M. Treasury are prepared to admit as a charge on British revenues a moiety (£2000) of the yearly rent of the rectangular plot which it is proposed to acquire at Bunder Sphweikh.

(I am also to enclose a copy of a letter which has been addressed by this Department to the Admiralty, and to say that Mr. Morley will ~~be prepared to~~ depute a representative to the proposed Conference between

Book
321
App'd Political Comm.
25 Sept 1907.

(Draft.)

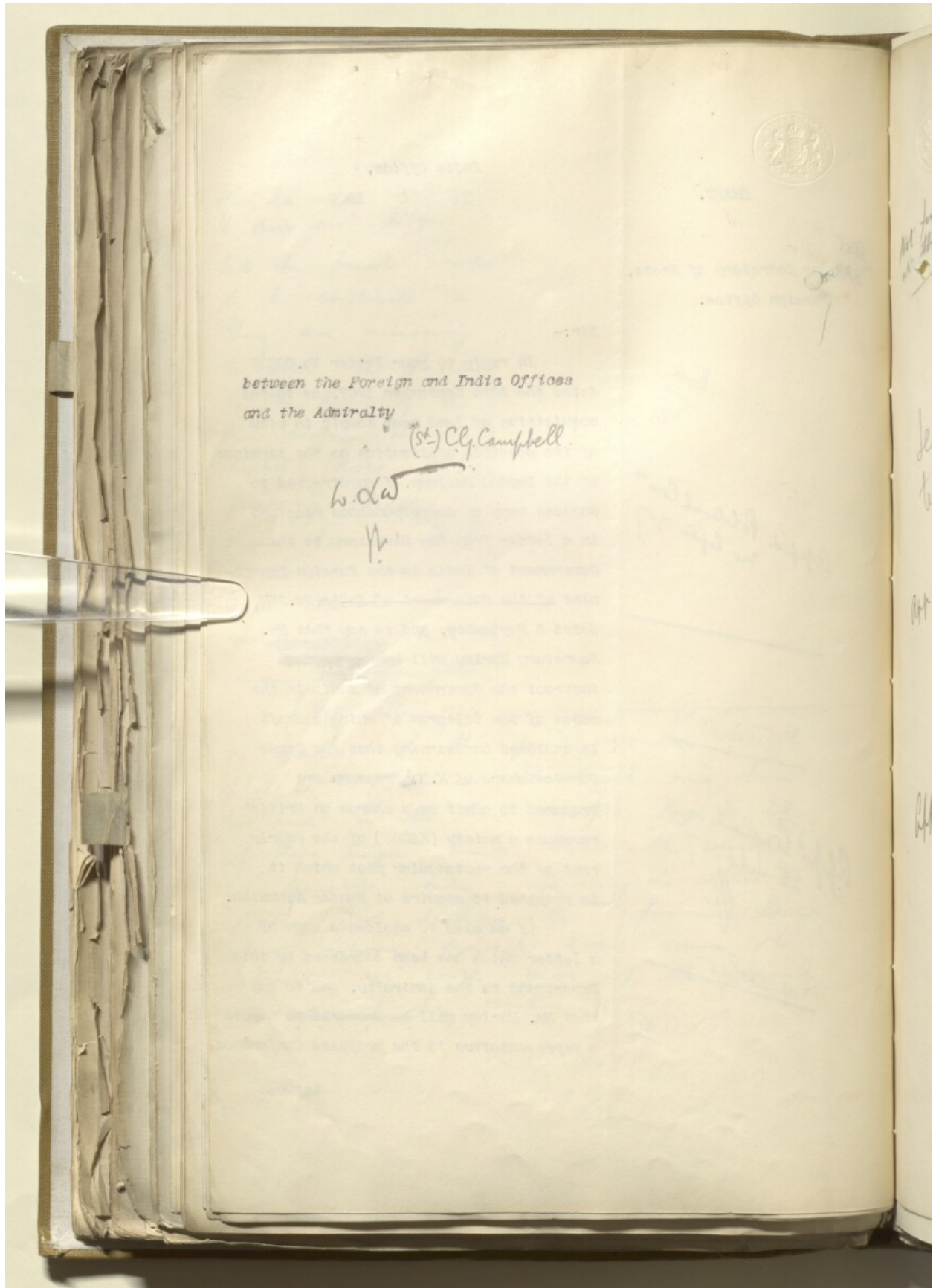
App'd Council
25 Sept. 07
ff.

at 20 Sept

at

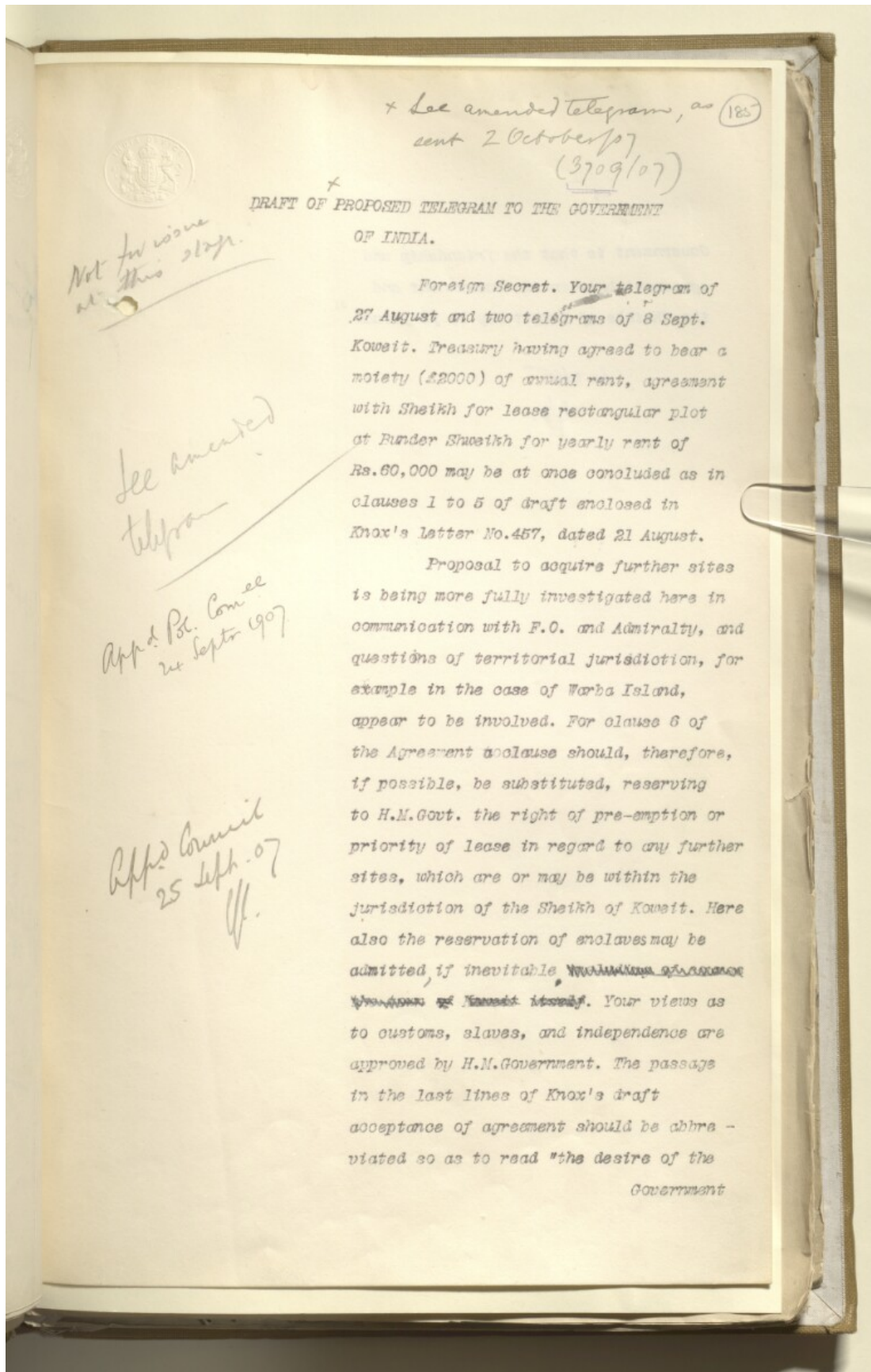


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٨٤ظ] (٢٩٤/١٢٦)



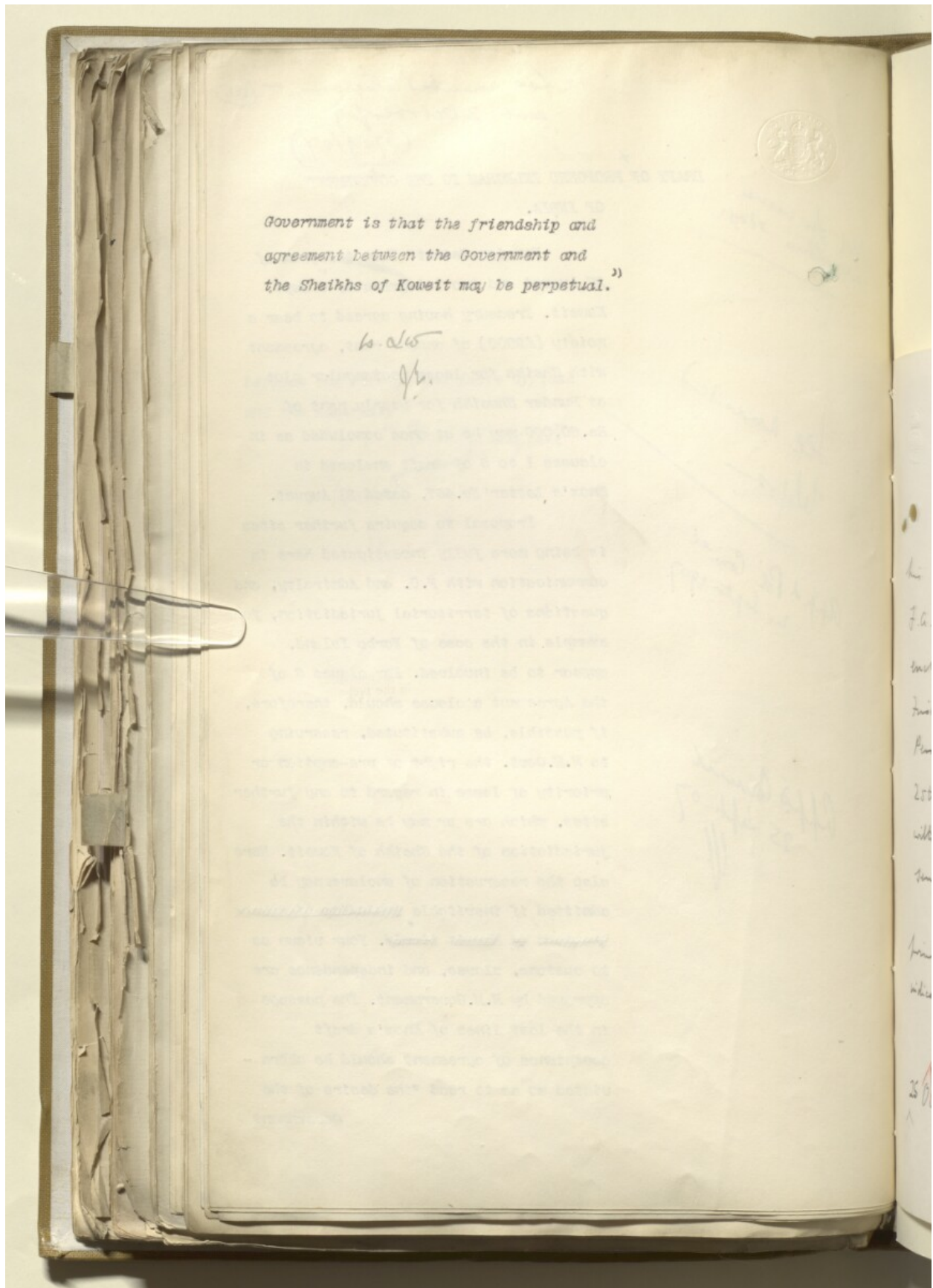


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. [١٨٥] [٢٩٤/١٢٧]



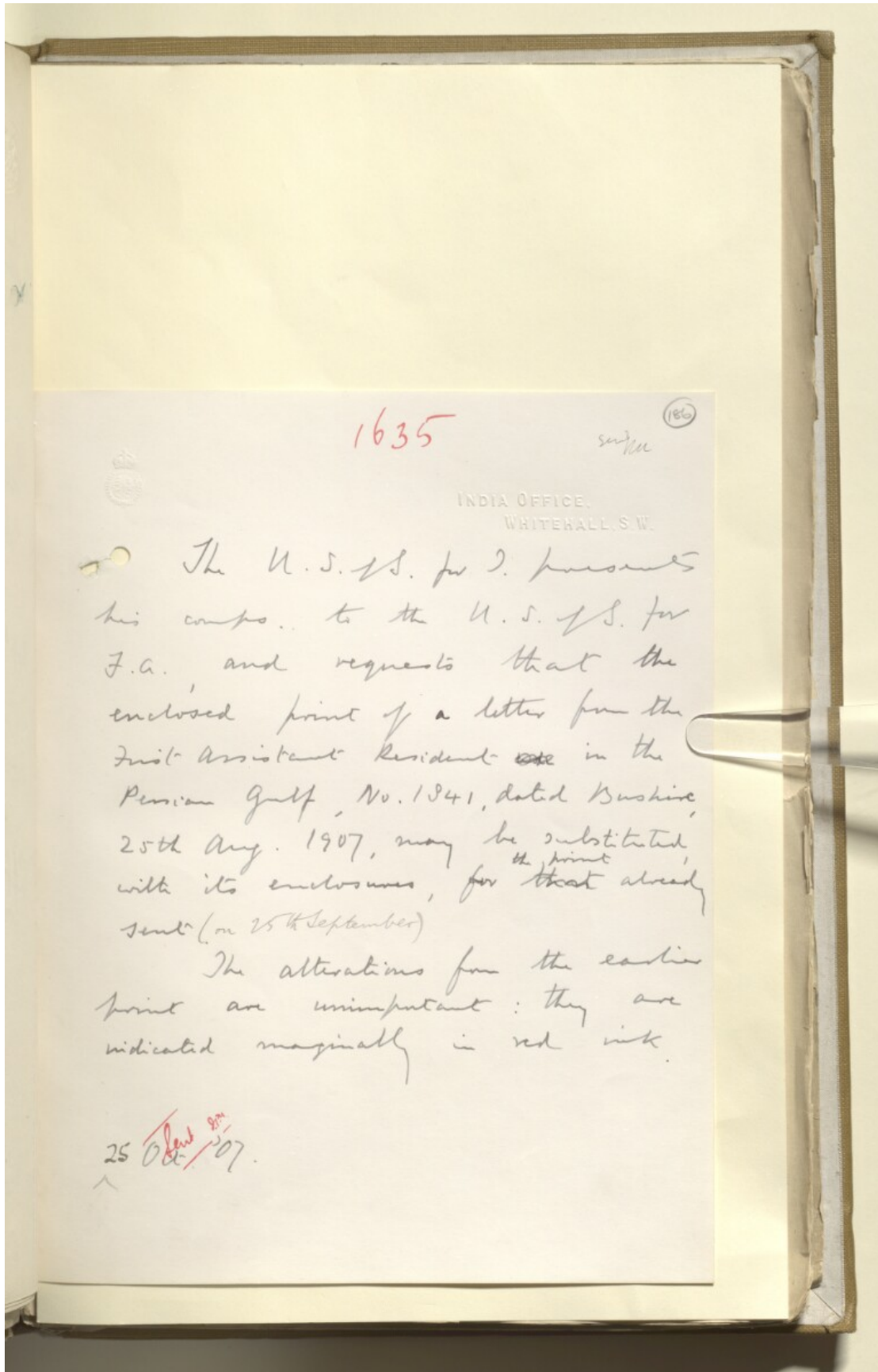


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[١٨٥] ظ [٢٩٤/١٢٨]



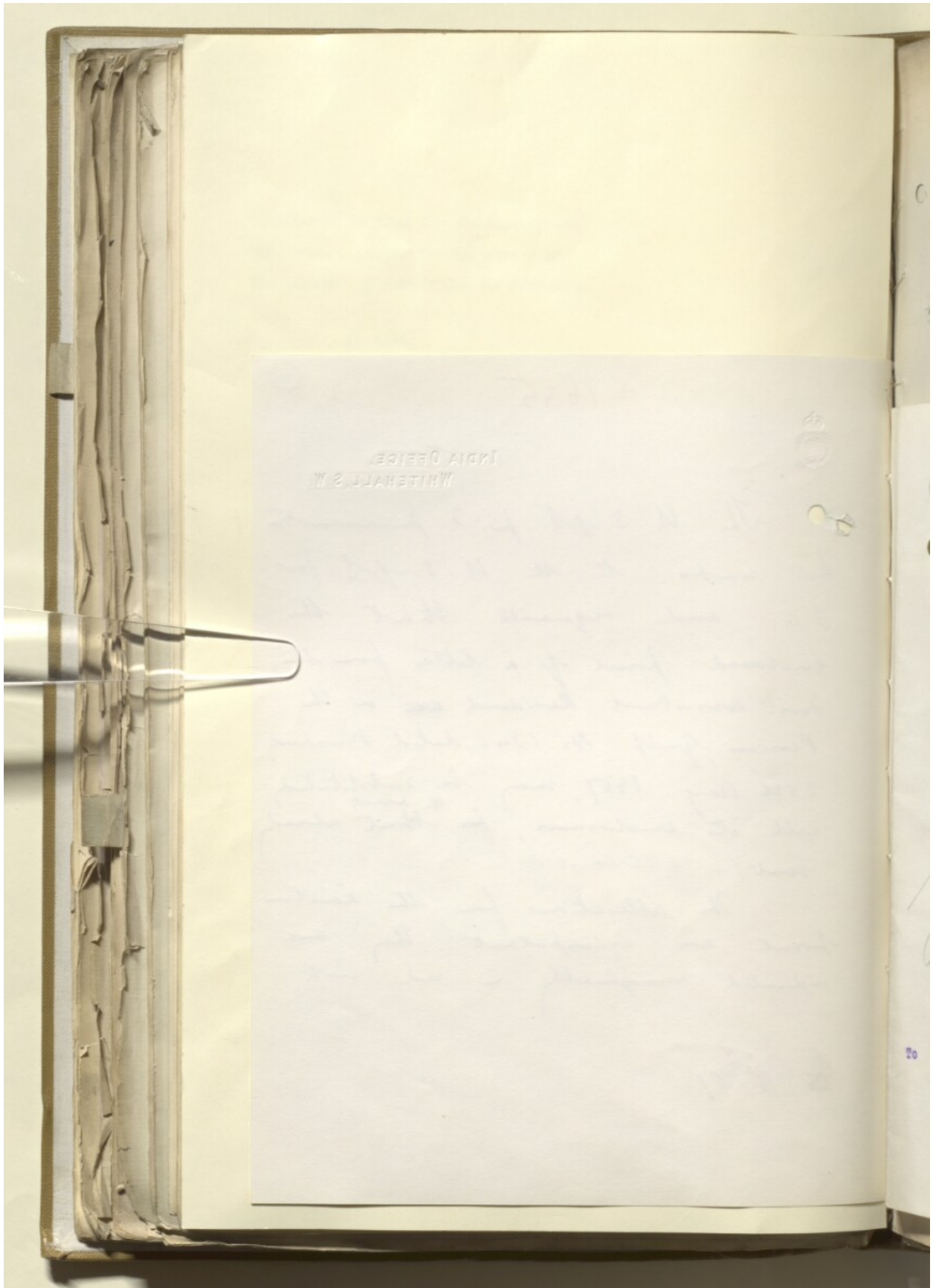


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. [١٨٦] (٢٩٤/١٢٩)



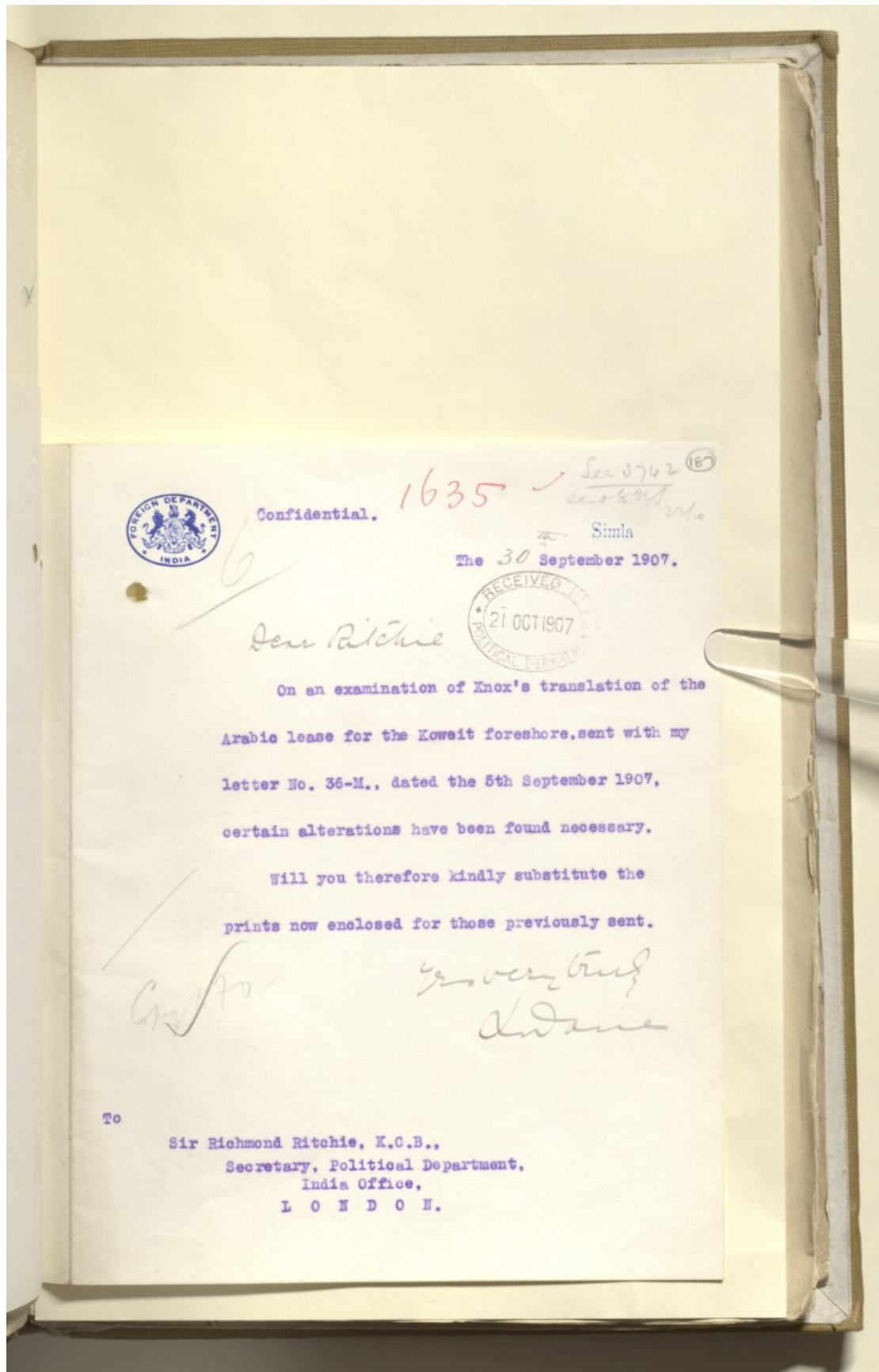


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. [١٨٦ظ] (٢٩٤/١٣٠)



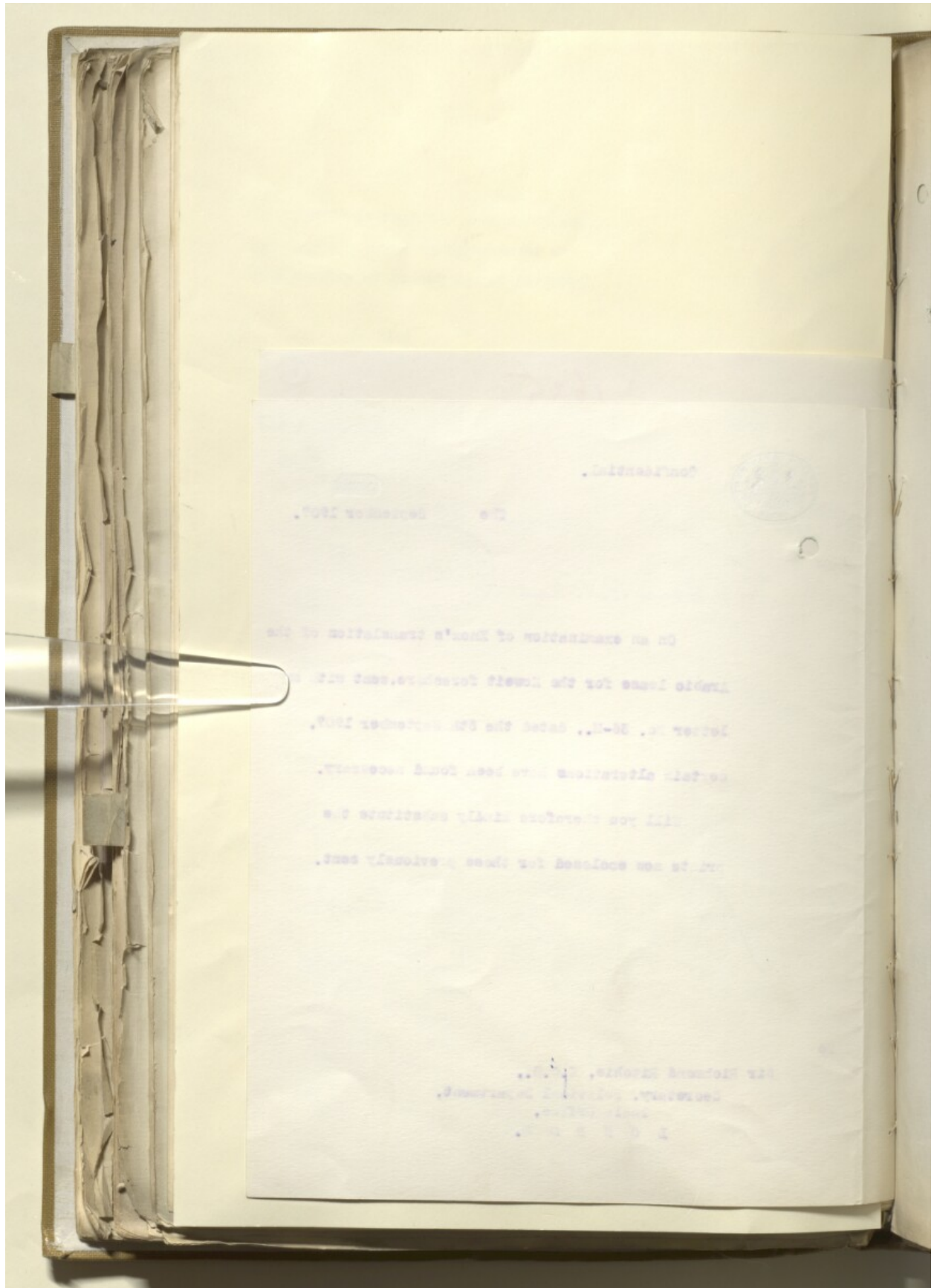


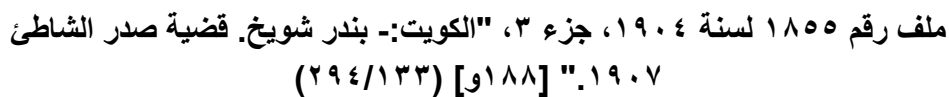
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٨٧] (٢٩٤/١٣١)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. [١٨٧ظ] (٢٩٤/١٣٢)





1



8. I think I may safely say that, while Sheikh Mubarak hesitates to commit himself, he and his son, Sheikh Jabir, are both delighted at the course events have taken, less I believe on account of the actual profit to them over the deal, than because they take it to be an indication of a strong policy for the future and an assurance that the railway from Baghdad to the sea will be in the hands of the English and that the terminus will be at Bunder Shweikh.

9. I am forced, at the moment of closing the mails to reopen this letter, as the Sheikh's letter, in which he admitted in writing to me that the draft agreement met with his approval, introduced conditions foreign to the actual lease and especially a dangerously ambiguous clause relating to Customs. I promptly visited the Sheikh, but found that he would not consent to treating the customs as a separate matter and his especial fear was that, as soon as we had got the Shweikh lands into our hands, we should say to him—"Yes, you can take customs dues in your town and we will take them within our limits." I assured him that Government had no intention whatever of taking customs dues and pointed out to him that the clause, as it stood, would allow him or his successors, in a moment of displeasure, to enhance customs dues to such an extent as to kill trade and render our concession nugatory.

10. We then agreed to submit to the wisdom of Government the following general principle to be enunciated in the agreement accepting Sheikh Mubarak's offer to lease, *viz.*, that Government, on their part, agree not to collect customs dues within the boundaries of Koweit and that Sheikh Mubarak, on his part, binds himself to furnish a customs schedule with a percentage rate based on present day rates, as taken from his own subjects, to be applicable to all British subjects or British Indian subjects or other subjects of His Gracious Majesty, the King-Emperor, and that the rates are not to be increased without the consent of both parties.

11. I am fully conscious of the inconvenience of introducing a customs regulation into the middle of a lease, but to have insisted on its exclusion would have roused Sheikh Mubarak's suspicions to such an extent as would have imperilled the whole course of the negotiations. Of itself, it would appear to me that the fixing of a regular customs rate on British and British Indian subjects is a distinct advantage, for, although the customs rate is higher than it used to be in Koweit, it compares favourably with the old Ottoman rate of 8 per cent. or the Persian rates and is, on the whole, favourable, and it will be extremely useful that it should not be altered except with our consent.

12. Sheikh Mubarak also implied that he required the letter of acceptance from Government, by which he means a letter signed by myself duly empowered in that behalf, should also follow closely and in detail the agreement to lease, signed by himself. There appears to be no objection to this course.

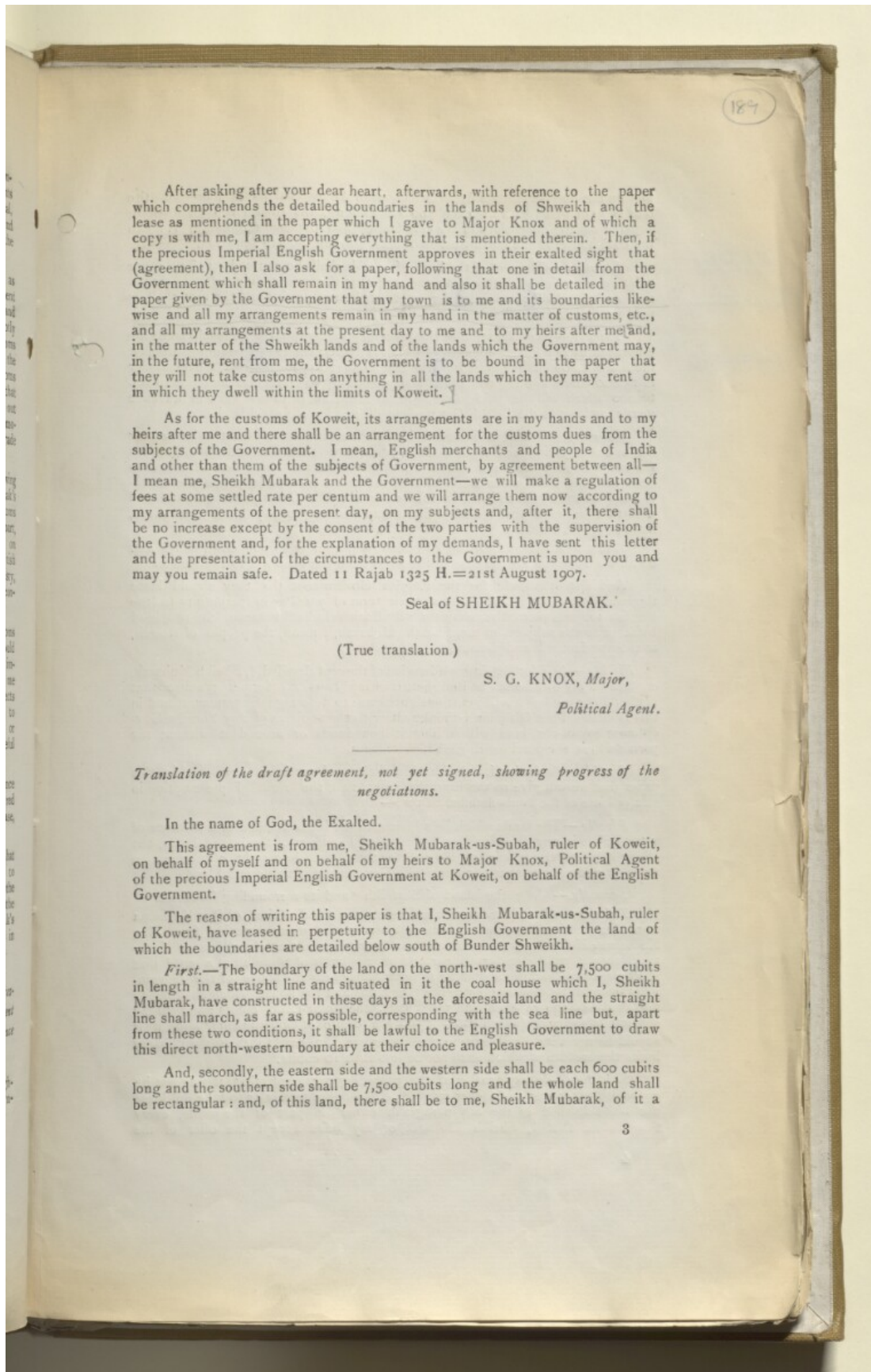
13. I am compelled, therefore, with much misgiving and regret, to suggest that I should be empowered to do the best I can in the circumstances and to give to Sheikh Mubarak a letter which should follow closely, *mutatis mutandis*, (1) the agreement to lease, (2) the form suggested in paragraph 5 above, and (3) the general principle, enunciated in paragraph 10 above and in Sheikh Mubarak's letter of which I have the honour to enclose herewith a copy and translation in duplicate.

Translation of Sheikh Mubarak's letter, dated the 11th Rajab 1325 H., corresponding to 21st August 1907, in which he admits that the draft agreement leasing the Shweikh lands, has been approved by him subject to acceptance of the conditions by the British Government.

From Mubarak-us-Subah, ruler of Koweit, to the presence of the high-placed Major Knox, Political Agent of the precious Imperial English Government in Koweit (may he endure for ever).



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي"
١٩٠٧. [١٨٩و] (٢٩٤/١٣٥)



After asking after your dear heart, afterwards, with reference to the paper which comprehends the detailed boundaries in the lands of Shweikh and the lease as mentioned in the paper which I gave to Major Knox and of which a copy is with me, I am accepting everything that is mentioned therein. Then, if the precious Imperial English Government approves in their exalted sight that (agreement), then I also ask for a paper, following that one in detail from the Government which shall remain in my hand and also it shall be detailed in the paper given by the Government that my town is to me and its boundaries likewise and all my arrangements remain in my hand in the matter of customs, etc., and all my arrangements at the present day to me and to my heirs after me and, in the matter of the Shweikh lands and of the lands which the Government may, in the future, rent from me, the Government is to be bound in the paper that they will not take customs on anything in all the lands which they may rent or in which they dwell within the limits of Koweit.]

As for the customs of Koweit, its arrangements are in my hands and to my heirs after me and there shall be an arrangement for the customs dues from the subjects of the Government. I mean, English merchants and people of India and other than them of the subjects of Government, by agreement between all—I mean me, Sheikh Mubarak and the Government—we will make a regulation of fees at some settled rate per centum and we will arrange them now according to my arrangements of the present day, on my subjects and, after it, there shall be no increase except by the consent of the two parties with the supervision of the Government and, for the explanation of my demands, I have sent this letter and the presentation of the circumstances to the Government is upon you and may you remain safe. Dated 11 Rajab 1325 H.=21st August 1907.

Seal of SHEIKH MUBARAK.

(True translation)

S. G. KNOX, Major,
Political Agent.

Translation of the draft agreement, not yet signed, showing progress of the negotiations.

In the name of God, the Exalted.

This agreement is from me, Sheikh Mubarak-us-Subah, ruler of Koweit, on behalf of myself and on behalf of my heirs to Major Knox, Political Agent of the precious Imperial English Government at Koweit, on behalf of the English Government.

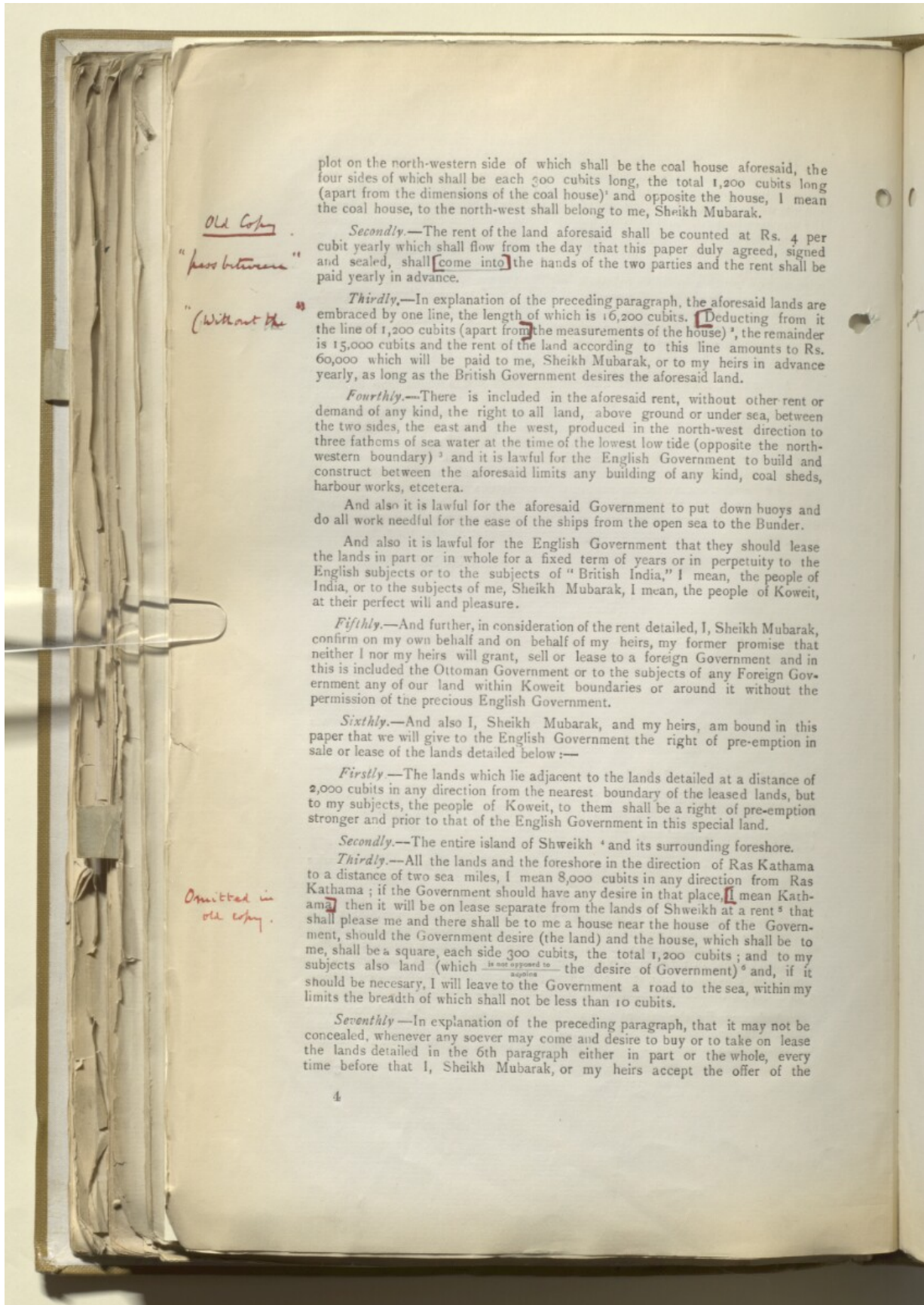
The reason of writing this paper is that I, Sheikh Mubarak-us-Subah, ruler of Koweit, have leased in perpetuity to the English Government the land of which the boundaries are detailed below south of Bunder Shweikh.

First.—The boundary of the land on the north-west shall be 7,500 cubits in length in a straight line and situated in it the coal house which I, Sheikh Mubarak, have constructed in these days in the aforesaid land and the straight line shall march, as far as possible, corresponding with the sea line but, apart from these two conditions, it shall be lawful to the English Government to draw this direct north-western boundary at their choice and pleasure.

And, secondly, the eastern side and the western side shall be each 600 cubits long and the southern side shall be 7,500 cubits long and the whole land shall be rectangular: and, of this land, there shall be to me, Sheikh Mubarak, of it a



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. [١٨٩ظ] (٢٩٤/١٣٦)



plot on the north-western side of which shall be the coal house aforesaid, the four sides of which shall be each 300 cubits long, the total 1,200 cubits long (apart from the dimensions of the coal house) and opposite the house, I mean the coal house, to the north-west shall belong to me, Sheikh Mubarak.

Secondly.—The rent of the land aforesaid shall be counted at Rs. 4 per cubit yearly which shall flow from the day that this paper duly agreed, signed and sealed, shall come into the hands of the two parties and the rent shall be paid yearly in advance.

Thirdly.—In explanation of the preceding paragraph, the aforesaid lands are embraced by one line, the length of which is 16,200 cubits. Deducting from it the line of 1,200 cubits (apart from the measurements of the house), the remainder is 15,000 cubits and the rent of the land according to this line amounts to Rs. 60,000 which will be paid to me, Sheikh Mubarak, or to my heirs in advance yearly, as long as the British Government desires the aforesaid land.

Fourthly.—There is included in the aforesaid rent, without other rent or demand of any kind, the right to all land, above ground or under sea, between the two sides, the east and the west, produced in the north-west direction to three fathoms of sea water at the time of the lowest low tide (opposite the north-western boundary) and it is lawful for the English Government to build and construct between the aforesaid limits any building of any kind, coal sheds, harbour works, etcetera.

And also it is lawful for the aforesaid Government to put down buoys and do all work needful for the ease of the ships from the open sea to the Bunder.

And also it is lawful for the English Government that they should lease the lands in part or in whole for a fixed term of years or in perpetuity to the English subjects or to the subjects of "British India," I mean, the people of India, or to the subjects of me, Sheikh Mubarak, I mean, the people of Koweit, at their perfect will and pleasure.

Fifthly.—And further, in consideration of the rent detailed, I, Sheikh Mubarak, confirm on my own behalf and on behalf of my heirs, my former promise that neither I nor my heirs will grant, sell or lease to a foreign Government and in this is included the Ottoman Government or to the subjects of any Foreign Government any of our land within Koweit boundaries or around it without the permission of the precious English Government.

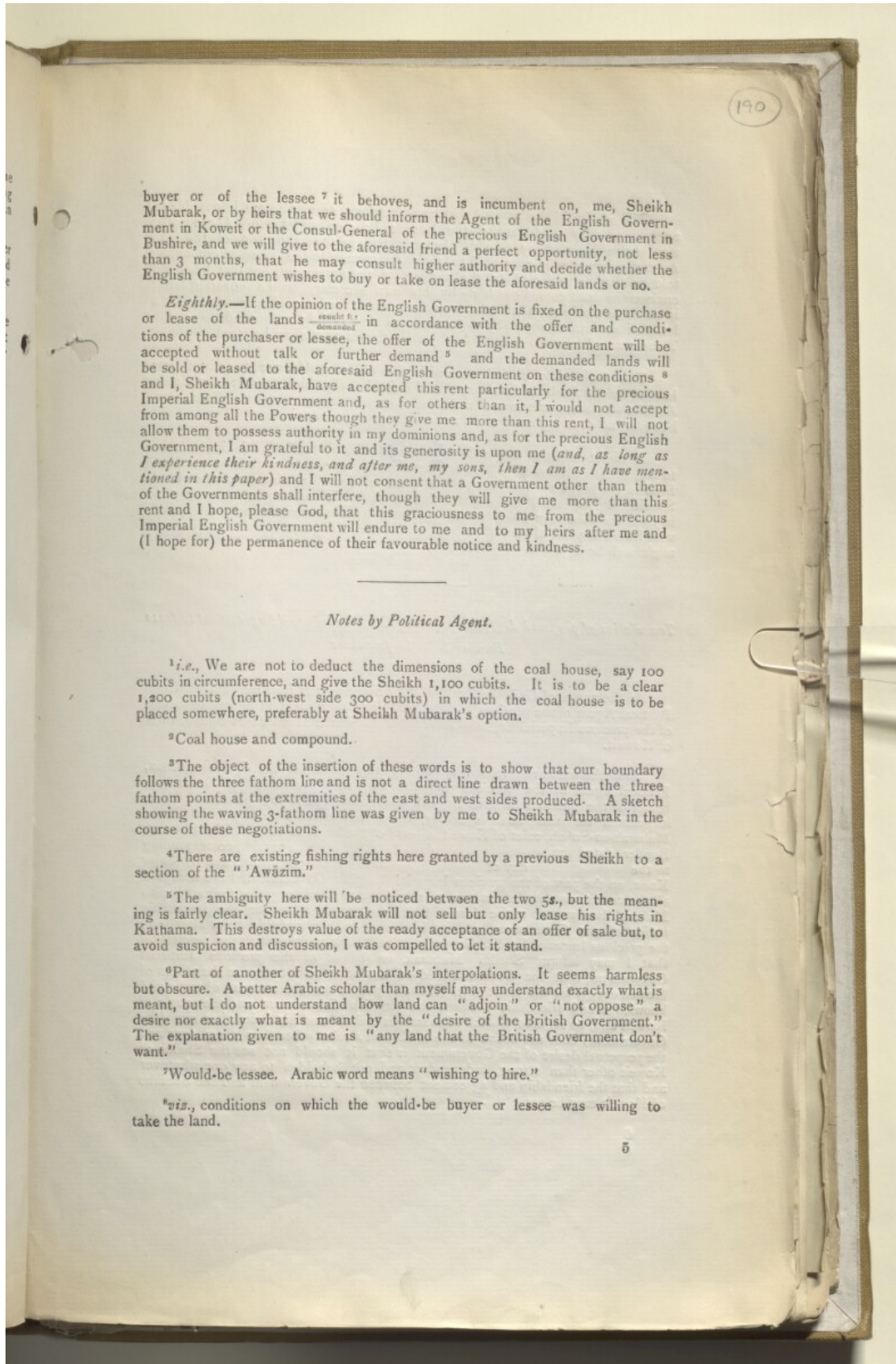
Sixthly.—And also I, Sheikh Mubarak, and my heirs, am bound in this paper that we will give to the English Government the right of pre-emption in sale or lease of the lands detailed below:—

Firstly.—The lands which lie adjacent to the lands detailed at a distance of 2,000 cubits in any direction from the nearest boundary of the leased lands, but to my subjects, the people of Koweit, to them shall be a right of pre-emption stronger and prior to that of the English Government in this special land.

Secondly.—The entire island of Shweikh and its surrounding foreshore.

Thirdly.—All the lands and the foreshore in the direction of Ras Kathama to a distance of two sea miles, I mean 8,000 cubits in any direction from Ras Kathama; if the Government should have any desire in that place, I mean Kathama, then it will be on lease separate from the lands of Shweikh at a rent that shall please me and there shall be to me a house near the house of the Government, should the Government desire (the land) and the house, which shall be to me, shall be a square, each side 300 cubits, the total 1,200 cubits; and to my subjects also land (which ^{is not opposed to} ~~is not opposed to~~ the desire of Government) and, if it should be necessary, I will leave to the Government a road to the sea, within my limits the breadth of which shall not be less than 10 cubits.

Seventhly.—In explanation of the preceding paragraph, that it may not be concealed, whenever any soever may come and desire to buy or to take on lease the lands detailed in the 6th paragraph either in part or the whole, every time before that I, Sheikh Mubarak, or my heirs accept the offer of the



buyer or of the lessee ⁷ it behoves, and is incumbent on, me, Sheikh Mubarak, or by heirs that we should inform the Agent of the English Government in Koweit or the Consul-General of the precious English Government in Bushire, and we will give to the aforesaid friend a perfect opportunity, not less than 3 months, that he may consult higher authority and decide whether the English Government wishes to buy or take on lease the aforesaid lands or no.

Eighthly.—If the opinion of the English Government is fixed on the purchase or lease of the lands ^{demanded} in accordance with the offer and conditions of the purchaser or lessee, the offer of the English Government will be accepted without talk or further demand ⁵ and the demanded lands will be sold or leased to the aforesaid English Government on these conditions ⁸ and I, Sheikh Mubarak, have accepted this rent particularly for the precious Imperial English Government and, as for others than it, I would not accept from among all the Powers though they give me more than this rent, I will not allow them to possess authority in my dominions and, as for the precious English Government, I am grateful to it and its generosity is upon me (and, as long as I experience their kindness, and after me, my sons, then I am as I have mentioned in this paper) and I will not consent that a Government other than them of the Governments shall interfere, though they will give me more than this rent and I hope, please God, that this graciousness to me from the precious Imperial English Government will endure to me and to my heirs after me and (I hope for) the permanence of their favourable notice and kindness.

Notes by Political Agent.

¹i.e., We are not to deduct the dimensions of the coal house, say 100 cubits in circumference, and give the Sheikh 1,100 cubits. It is to be a clear 1,200 cubits (north-west side 300 cubits) in which the coal house is to be placed somewhere, preferably at Sheikh Mubarak's option.

²Coal house and compound.

³The object of the insertion of these words is to show that our boundary follows the three fathom line and is not a direct line drawn between the three fathom points at the extremities of the east and west sides produced. A sketch showing the waving 3-fathom line was given by me to Sheikh Mubarak in the course of these negotiations.

⁴There are existing fishing rights here granted by a previous Sheikh to a section of the "Awāzim."

⁵The ambiguity here will be noticed between the two 5s., but the meaning is fairly clear. Sheikh Mubarak will not sell but only lease his rights in Kathama. This destroys value of the ready acceptance of an offer of sale but, to avoid suspicion and discussion, I was compelled to let it stand.

⁶Part of another of Sheikh Mubarak's interpolations. It seems harmless but obscure. A better Arabic scholar than myself may understand exactly what is meant, but I do not understand how land can "adjoin" or "not oppose" a desire nor exactly what is meant by the "desire of the British Government." The explanation given to me is "any land that the British Government don't want."

⁷Would-be lessee. Arabic word means "wishing to hire."

⁸vis., conditions on which the would-be buyer or lessee was willing to take the land.



The words in italics and between brackets seemed to me impossible to accept, as they would make the lease a lease on sufferance. These words were twice inserted by Sheikh Mubarak but, in the afternoon of the 19th August, he eventually consented to their omission. In the same afternoon, he told me that he objected to the signing of the agreement, but that he would enclose the draft copied out fairly by his own secretary with a covering letter in which he would say that he approved the draft and would exchange it for a letter of acceptance signed by me, as soon as I was fully authorised to accept. There seemed to be no reasonable objection to this course, so I agreed.

The draft, duly copied out, with the objectionable words omitted was handed by the Sheikh's Secretary Abdul Aziz bin Salim bin Badar, to my Moolla Abdulla who brought it to me on the morning of the 20th August. There was, however, no covering letter and I am endeavouring to obtain one.

A slight addition was made to ^{sixthly} secondly, "only the fishing nets are to me, Sheikh Mubarak." These fish nets or weirs are, from their nature, confined to the broad shallow flats to the east, north and north-west of the island. Should it be used for a quarantine station, it would be necessary to buy out the fishermen which would probably be done cheaply enough. Otherwise from the point of view of harbour works, the fishing nets do not obstruct and might well be let alone.

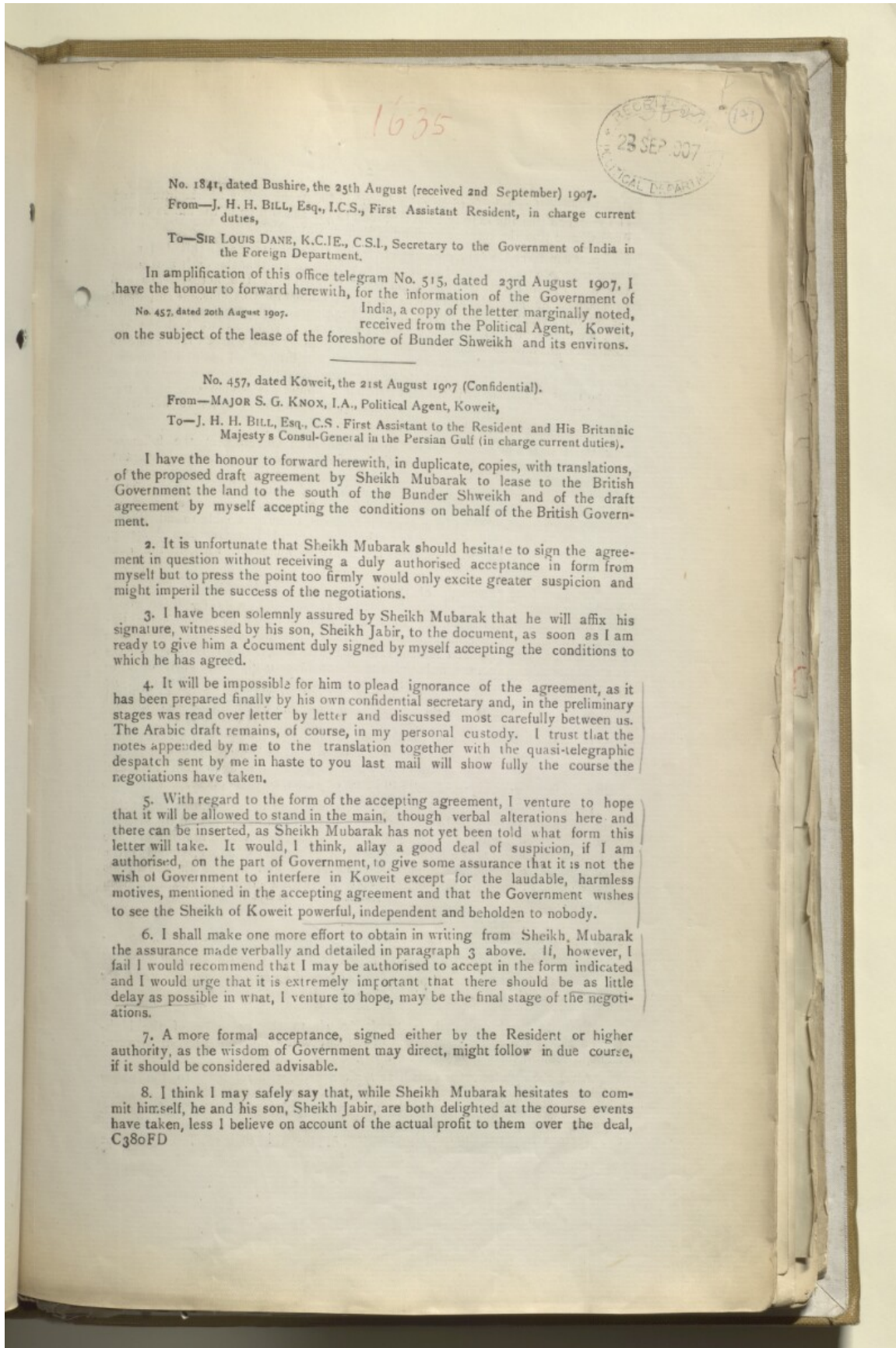
*Translation of proposed draft acceptance of Sheikh Mubarak's agreement to lease
Bunder Shweikh foreshore.*

In the name of God, the Exalted. This agreement is from me, Major Knox, Political Agent of the precious Imperial English Government in Koweit on behalf of the precious Imperial English Government to Sheikh Mubarak-us-Subah, ruler of Koweit.

And afterwards the reason of writing this paper is that I, Major Knox, Political Agent of the precious Imperial English Government at Koweit on behalf of the precious Imperial English Government and by permission from it granted for this affair specially, there has come into my hands from Mubarak-us-Subah, ruler of Koweit, a lease of the lands to the south of Shweikh Bunder dated the day of 1325 H., corresponding to the day of in the year 1907, A.D., and I, Major Knox, on the part of the precious Imperial English Government, have accepted all the conditions detailed in the aforesaid lease; and, regarding what Sheikh Mubarak has written in the close of that lease that he hopes for the favourable notice of the Government and its kindness on him and his heirs after him, the precious Imperial English Government has honoured me with the permission that I may inform Sheikh Mubarak, on behalf of the precious Imperial Government, that the Government does not wish to interfere in the affairs of Koweit except for the profit of its (Koweit) people and the increase of trade and knowledge and friendship between the English Government and the people of Koweit and, as regards Sheikh Mubarak-us-Subah and his heirs after him (the Government) does not desire to see in Koweit a ruler other than them ever and the perpetual desire of the Government is that it should not see the Sheikh of Koweit other than strong, independent and not beholden to any one whatever and that the friendship and agreement between the Government and the Sheikhs of Koweit may be perpetual.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٩١١و] (٢٩٤/١٣٩)



No. 1841, dated Bushire, the 25th August (received 2nd September) 1907.

From—J. H. H. BILL, Esq., I.C.S., First Assistant Resident, in charge current duties,

To—SIR LOUIS DANE, K.C.I.E., C.S.I., Secretary to the Government of India in the Foreign Department.

In amplification of this office telegram No. 515, dated 23rd August 1907, I have the honour to forward herewith, for the information of the Government of India, a copy of the letter marginally noted, received from the Political Agent, Koweit, on the subject of the lease of the foreshore of Bunder Shweikh and its environs.

No. 457, dated Koweit, the 21st August 1907 (Confidential).

From—MAJOR S. G. KNOX, I.A., Political Agent, Koweit,

To—J. H. H. BILL, Esq., C.S., First Assistant to the Resident and His Britannic Majesty's Consul-General in the Persian Gulf (in charge current duties).

I have the honour to forward herewith, in duplicate, copies, with translations, of the proposed draft agreement by Sheikh Mubarak to lease to the British Government the land to the south of the Bunder Shweikh and of the draft agreement by myself accepting the conditions on behalf of the British Government.

2. It is unfortunate that Sheikh Mubarak should hesitate to sign the agreement in question without receiving a duly authorised acceptance in form from myself but to press the point too firmly would only excite greater suspicion and might imperil the success of the negotiations.

3. I have been solemnly assured by Sheikh Mubarak that he will affix his signature, witnessed by his son, Sheikh Jabir, to the document, as soon as I am ready to give him a document duly signed by myself accepting the conditions to which he has agreed.

4. It will be impossible for him to plead ignorance of the agreement, as it has been prepared finally by his own confidential secretary and, in the preliminary stages was read over letter by letter and discussed most carefully between us. The Arabic draft remains, of course, in my personal custody. I trust that the notes appended by me to the translation together with the quasi-telegraphic despatch sent by me in haste to you last mail will show fully the course the negotiations have taken.

5. With regard to the form of the accepting agreement, I venture to hope that it will be allowed to stand in the main, though verbal alterations here and there can be inserted, as Sheikh Mubarak has not yet been told what form this letter will take. It would, I think, allay a good deal of suspicion, if I am authorised, on the part of Government, to give some assurance that it is not the wish of Government to interfere in Koweit except for the laudable, harmless motives, mentioned in the accepting agreement and that the Government wishes to see the Sheikh of Koweit powerful, independent and beholden to nobody.

6. I shall make one more effort to obtain in writing from Sheikh Mubarak the assurance made verbally and detailed in paragraph 3 above. If, however, I fail I would recommend that I may be authorised to accept in the form indicated and I would urge that it is extremely important that there should be as little delay as possible in what, I venture to hope, may be the final stage of the negotiations.

7. A more formal acceptance, signed either by the Resident or higher authority, as the wisdom of Government may direct, might follow in due course, if it should be considered advisable.

8. I think I may safely say that, while Sheikh Mubarak hesitates to commit himself, he and his son, Sheikh Jabir, are both delighted at the course events have taken, less I believe on account of the actual profit to them over the deal, C38oFD



than because they take it to be an indication of a strong policy for the future and an assurance that the railway from Baghdad to the sea will be in the hands of the English and that the terminus will be at Bunder Shweikh.

9. I am forced, at the moment of closing the mails to reopen this letter, as the Sheikh's letter, in which he admitted in writing to me that the draft agreement met with his approval, introduced conditions foreign to the actual lease and especially a dangerously ambiguous clause relating to Customs. I promptly visited the Sheikh, but found that he would not consent to treating the customs as a separate matter and his especial fear was that, as soon as we had got the Shweikh lands into our hands, we should say to him—"Yes, you can take customs dues in your town and we will take them within our limits." I assured him that Government had no intention whatever of taking customs dues and pointed out to him that the clause, as it stood, would allow him or his successors, in a moment of displeasure, to enhance customs dues to such an extent as to kill trade and render our concession nugatory.

10. We then agreed to submit to the wisdom of Government the following general principle to be enunciated in the agreement accepting Sheikh Mubarak's offer to lease, *viz.*, that Government, on their part, agree not to collect customs dues within the boundaries of Koweit and that Sheikh Mubarak, on his part, binds himself to furnish a customs schedule with a percentage rate based on present day rates, as taken from his own subjects, to be applicable to all British subjects or British Indian subjects or other subjects of His Gracious Majesty, the King-Emperor, and that the rates are not to be increased without the consent of both parties.

11. I am fully conscious of the inconvenience of introducing a customs regulation into the middle of a lease, but to have insisted on its exclusion would have roused Sheikh Mubarak's suspicions to such an extent as would have imperilled the whole course of the negotiations. Of itself, it would appear to me that the fixing of a regular customs rate on British and British Indian subjects is a distinct advantage, for, although the customs rate is higher than it used to be in Koweit, it compares favourably with the old Ottoman rate of 8 per cent. or the Persian rates and is, on the whole, favourable, and it will be extremely useful that it should not be altered except with our consent.

12. Sheikh Mubarak also implied that he required the letter of acceptance from Government, by which he means a letter signed by myself duly empowered in that behalf, should also follow closely and in detail the agreement to lease, signed by himself. There appears to be no objection to this course;

13. I am compelled, therefore, with much misgiving and regret, to suggest that I should be empowered to do the best I can in the circumstances and to give to Sheikh Mubarak a letter which should follow closely, *mutatis mutandis*, (1) the agreement to lease, (2) the form suggested in paragraph 5 above, and (3) the general principle, enunciated in paragraph 10 above and in Sheikh Mubarak's letter of which I have the honour to enclose herewith a copy and translation in duplicate.

Translation of Sheikh Mubarak's letter, dated the 11th Rajab 1325 H., corresponding to 21st August 1907, in which he admits that the draft agreement leasing the Shweikh lands, has been approved by him subject to acceptance of the conditions by the British Government.

From Mubarak-us-Subah, ruler of Koweit, to the presence of the high-placed Major Knox, Political Agent of the precious Imperial English Government in Koweit (may he endure for ever).

After asking after your dear heart, afterwards, with reference to the paper which comprehends the detailed boundaries in the lands of Shweikh and the lease as mentioned in the paper which I gave to Major Knox and of which a copy is with me, I am accepting everything that is mentioned therein. Then, if the precious Imperial English Government approves in their exalted sight that



(agreement), then I also ask for a paper, following that one in detail from the Government which shall remain in my hand and also it shall be detailed in the paper given by the Government that my town is to me and its boundaries likewise and all my arrangements remain in my hand in the matter of customs, etc., and all my arrangements at the present day to me and to my heirs after me and, in the matter of the Shweikh lands and of the lands which the Government may, in the future, rent from me, the Government is to be bound in the paper that they will not take customs on anything in all the lands which they may rent or in which they dwell within the limits of Koweit.

As for the customs of Koweit, its arrangements are in my hands and to my heirs after me and there shall be an arrangement for the customs dues from the subjects of the Government. I mean, English merchants and people of India and other than them of the subjects of Government, by agreement between all—I mean me, Sheikh Mubarak and the Government—we will make a regulation of fees at some settled rate per centum and we will arrange them now according to my arrangements of the present day, on my subjects and, after it, there shall be no increase except by the consent of the two parties with the supervision of the Government and, for the explanation of my demands, I have sent this letter and the presentation of the circumstances to the Government is upon you and may you remain safe. Dated 11 Rajab 1325 H.=21st August 1907.

Seal of SHEIKH MUBARAK.

(True translation)

S. G. KNOX, Major,
Political Agent.

Translation of the draft agreement, not yet signed, showing progress of the negotiations.

In the name of God, the Exalted.

This agreement is from me, Sheikh Mubarak-us-Subah, ruler of Koweit, on behalf of myself and on behalf of my heirs to Major Knox, Political Agent of the precious Imperial English Government at Koweit, on behalf of the English Government.

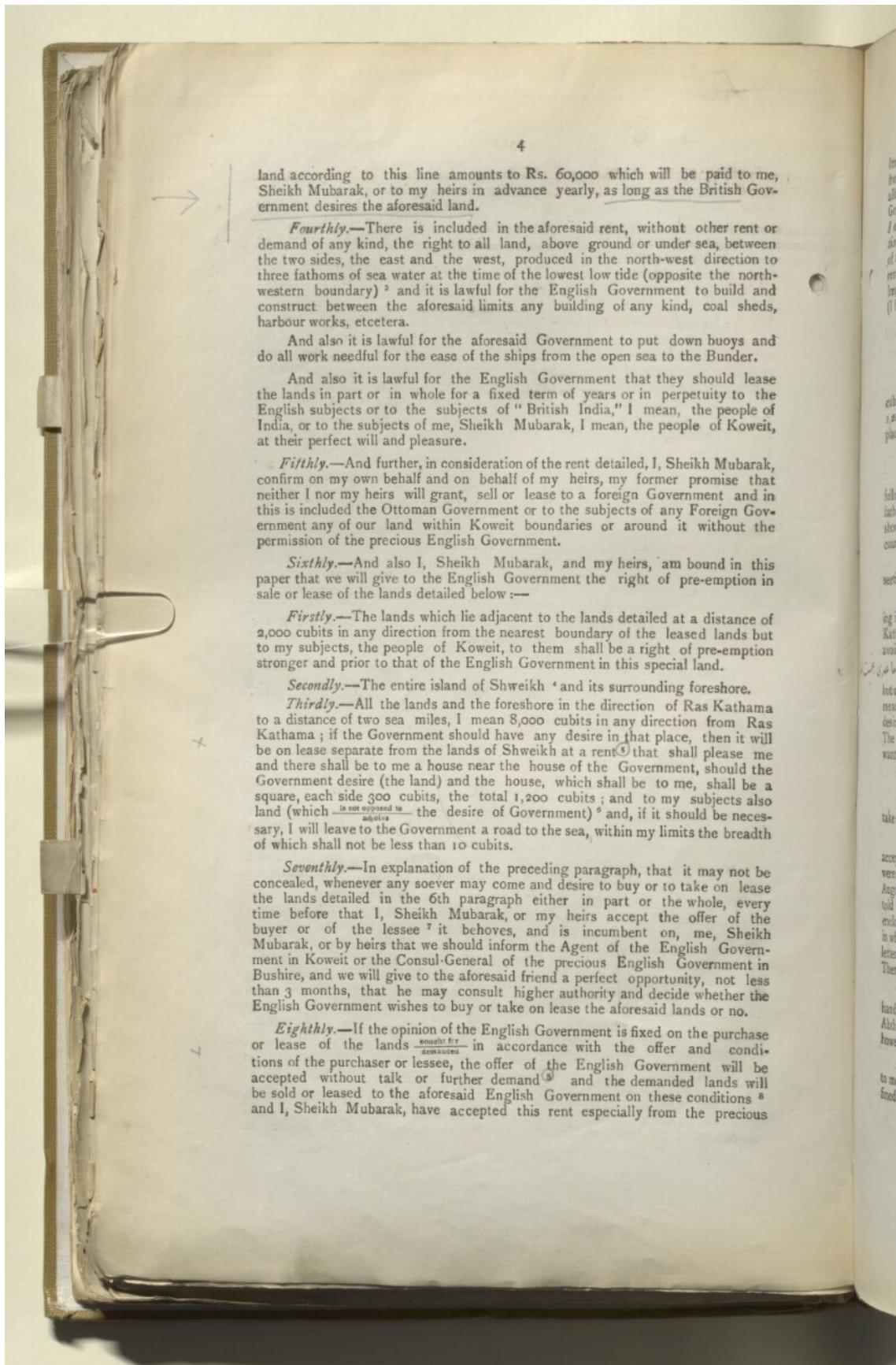
The reason of writing this paper is that I, Sheikh Mubarak-us-Subah, ruler of Koweit, have leased in perpetuity to the English Government the land of which the boundaries are detailed below south of Bunder Shweikh.

First.—The boundary of the land on the north-west shall be 7,500 cubits in length in a straight line and situated in it the coal house which I, Sheikh Mubarak, have constructed in these days in the aforesaid land and the straight line shall march, as far as possible, corresponding with the sea line but, apart from these two conditions, it shall be lawful to the English Government to draw this direct north-western boundary at their choice and pleasure.

And, secondly, the eastern side and the western side shall be each 600 cubits long and the southern side shall be 7,500 cubits long and the whole land shall be rectangular: and, of this land, there shall be to me, Sheikh Mubarak, of it a plot on the north-western side of which shall be the coal house aforesaid, the four sides of which shall be each 300 cubits long, the total 1,200 cubits long (apart from the dimensions of the coal house) and opposite the house, I mean the coal house, to the north-west shall belong to me, Sheikh Mubarak.

Secondly.—The rent of the land aforesaid shall be counted at Rs. 4 per cubit yearly which shall flow from the day that this paper duly agreed, signed and sealed, shall pass between the hands of the two parties and the rent shall be paid yearly in advance.

Thirdly.—In explanation of the preceding paragraph, the aforesaid lands are embraced by one line, the length of which is 16,200 cubits. (Without the measurements of the house), the remainder is 15,000 cubits and the rent of the



land according to this line amounts to Rs. 60,000 which will be paid to me, Sheikh Mubarak, or to my heirs in advance yearly, as long as the British Government desires the aforesaid land.

Fourthly.—There is included in the aforesaid rent, without other rent or demand of any kind, the right to all land, above ground or under sea, between the two sides, the east and the west, produced in the north-west direction to three fathoms of sea water at the time of the lowest low tide (opposite the north-western boundary) ³ and it is lawful for the English Government to build and construct between the aforesaid limits any building of any kind, coal sheds, harbour works, etcetera.

And also it is lawful for the aforesaid Government to put down buoys and do all work needful for the ease of the ships from the open sea to the Bunder.

And also it is lawful for the English Government that they should lease the lands in part or in whole for a fixed term of years or in perpetuity to the English subjects or to the subjects of "British India," I mean, the people of India, or to the subjects of me, Sheikh Mubarak, I mean, the people of Koweit, at their perfect will and pleasure.

Fifthly.—And further, in consideration of the rent detailed, I, Sheikh Mubarak, confirm on my own behalf and on behalf of my heirs, my former promise that neither I nor my heirs will grant, sell or lease to a foreign Government and in this is included the Ottoman Government or to the subjects of any Foreign Government any of our land within Koweit boundaries or around it without the permission of the precious English Government.

Sixthly.—And also I, Sheikh Mubarak, and my heirs, am bound in this paper that we will give to the English Government the right of pre-emption in sale or lease of the lands detailed below:—

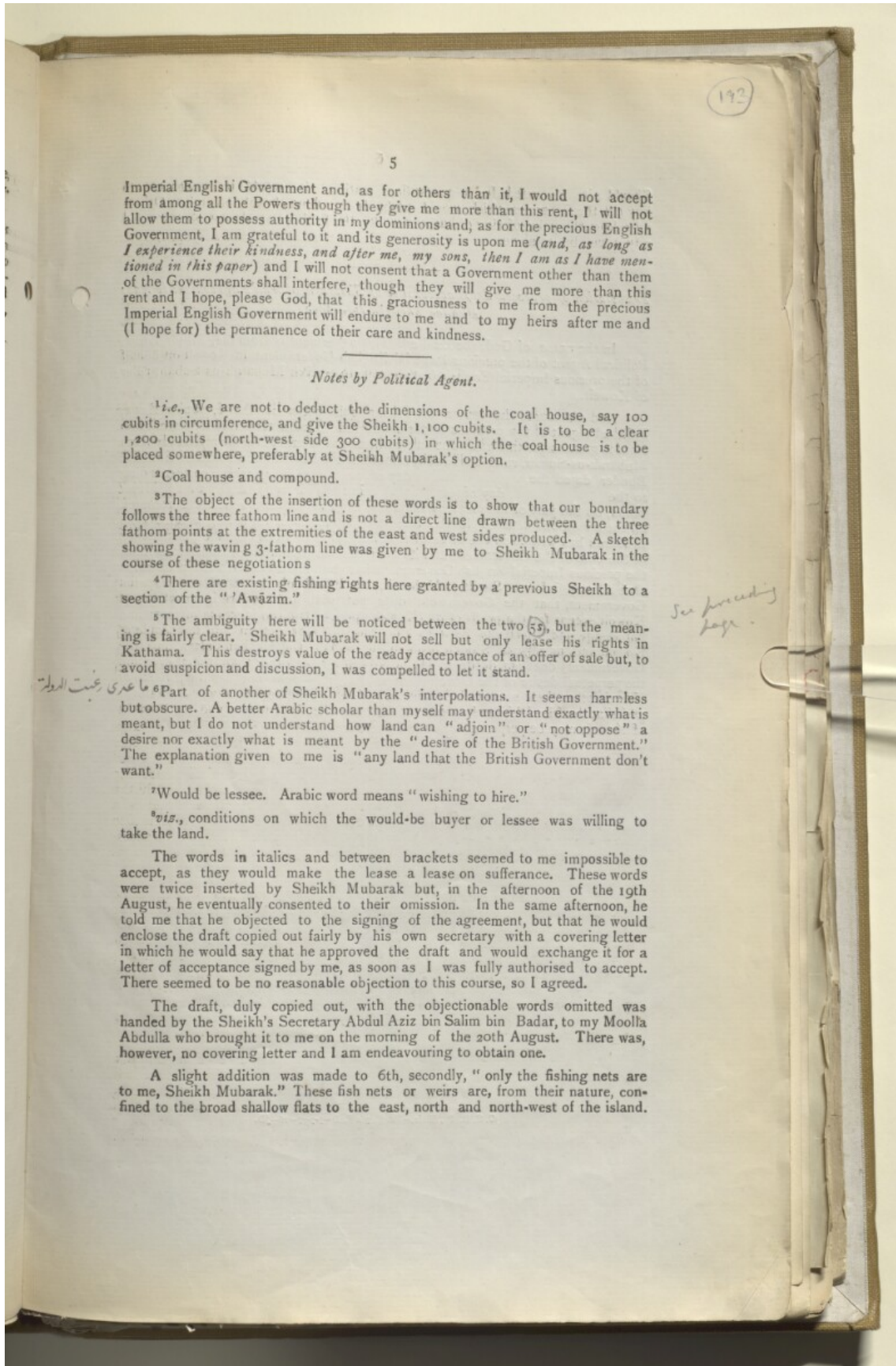
Firstly.—The lands which lie adjacent to the lands detailed at a distance of 2,000 cubits in any direction from the nearest boundary of the leased lands but to my subjects, the people of Koweit, to them shall be a right of pre-emption stronger and prior to that of the English Government in this special land.

Secondly.—The entire island of Shweikh ⁴ and its surrounding foreshore.

Thirdly.—All the lands and the foreshore in the direction of Ras Kathama to a distance of two sea miles, I mean 8,000 cubits in any direction from Ras Kathama; if the Government should have any desire in that place, then it will be on lease separate from the lands of Shweikh at a rent ⁵ that shall please me and there shall be to me a house near the house of the Government, should the Government desire (the land) and the house, which shall be to me, shall be a square, each side 300 cubits, the total 1,200 cubits; and to my subjects also land (which ^{is not agreed to} ^{subject} the desire of Government) ⁶ and, if it should be necessary, I will leave to the Government a road to the sea, within my limits the breadth of which shall not be less than 10 cubits.

Sevently.—In explanation of the preceding paragraph, that it may not be concealed, whenever any soever may come and desire to buy or to take on lease the lands detailed in the 6th paragraph either in part or the whole, every time before that I, Sheikh Mubarak, or my heirs accept the offer of the buyer or of the lessee ⁷ it behoves, and is incumbent on, me, Sheikh Mubarak, or by heirs that we should inform the Agent of the English Government in Koweit or the Consul-General of the precious English Government in Bushire, and we will give to the aforesaid friend a perfect opportunity, not less than 3 months, that he may consult higher authority and decide whether the English Government wishes to buy or take on lease the aforesaid lands or no.

Eighthly.—If the opinion of the English Government is fixed on the purchase or lease of the lands ^{ought to} ^{demanded} in accordance with the offer and conditions of the purchaser or lessee, the offer of the English Government will be accepted without talk or further demand ⁸ and the demanded lands will be sold or leased to the aforesaid English Government on these conditions ⁸ and I, Sheikh Mubarak, have accepted this rent especially from the precious



Imperial English Government and, as for others than it, I would not accept from among all the Powers though they give me more than this rent, I will not allow them to possess authority in my dominions and, as for the precious English Government, I am grateful to it and its generosity is upon me (and, as long as I experience their kindness, and after me, my sons, then I am as I have mentioned in this paper) and I will not consent that a Government other than them of the Governments shall interfere, though they will give me more than this rent and I hope, please God, that this graciousness to me from the precious Imperial English Government will endure to me and to my heirs after me and (I hope for) the permanence of their care and kindness.

Notes by Political Agent.

¹i.e., We are not to deduct the dimensions of the coal house, say 100 cubits in circumference, and give the Sheikh 1,100 cubits. It is to be a clear 1,200 cubits (north-west side 300 cubits) in which the coal house is to be placed somewhere, preferably at Sheikh Mubarak's option.

²Coal house and compound.

³The object of the insertion of these words is to show that our boundary follows the three fathom line and is not a direct line drawn between the three fathom points at the extremities of the east and west sides produced. A sketch showing the waving 3-fathom line was given by me to Sheikh Mubarak in the course of these negotiations.

⁴There are existing fishing rights here granted by a previous Sheikh to a section of the "Awāzim."

⁵The ambiguity here will be noticed between the two (59), but the meaning is fairly clear. Sheikh Mubarak will not sell but only lease his rights in Kathama. This destroys value of the ready acceptance of an offer of sale but, to avoid suspicion and discussion, I was compelled to let it stand.

⁶Part of another of Sheikh Mubarak's interpolations. It seems harmless but obscure. A better Arabic scholar than myself may understand exactly what is meant, but I do not understand how land can "adjoin" or "not oppose" a desire nor exactly what is meant by the "desire of the British Government." The explanation given to me is "any land that the British Government don't want."

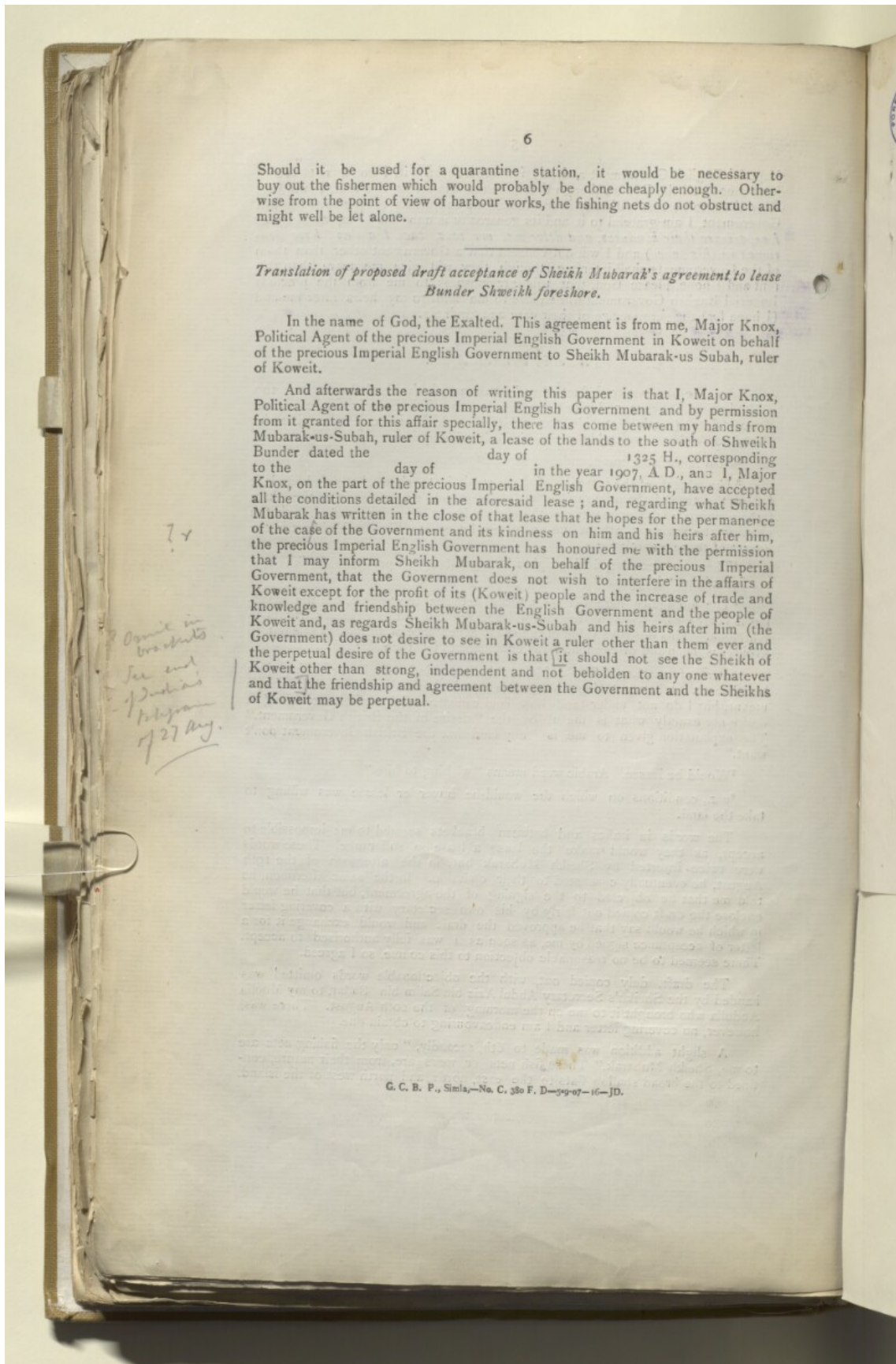
⁷Would be lessee. Arabic word means "wishing to hire."

⁸vis., conditions on which the would-be buyer or lessee was willing to take the land.

The words in italics and between brackets seemed to me impossible to accept, as they would make the lease a lease on sufferance. These words were twice inserted by Sheikh Mubarak but, in the afternoon of the 19th August, he eventually consented to their omission. In the same afternoon, he told me that he objected to the signing of the agreement, but that he would enclose the draft copied out fairly by his own secretary with a covering letter in which he would say that he approved the draft and would exchange it for a letter of acceptance signed by me, as soon as I was fully authorised to accept. There seemed to be no reasonable objection to this course, so I agreed.

The draft, duly copied out, with the objectionable words omitted was handed by the Sheikh's Secretary Abdul Aziz bin Salim bin Badar, to my Moolla Abdulla who brought it to me on the morning of the 20th August. There was, however, no covering letter and I am endeavouring to obtain one.

A slight addition was made to 6th, secondly, "only the fishing nets are to me, Sheikh Mubarak." These fish nets or weirs are, from their nature, confined to the broad shallow flats to the east, north and north-west of the island.



Should it be used for a quarantine station, it would be necessary to buy out the fishermen which would probably be done cheaply enough. Otherwise from the point of view of harbour works, the fishing nets do not obstruct and might well be let alone.

Translation of proposed draft acceptance of Sheikh Mubarak's agreement to lease Bunder Shweikh foreshore.

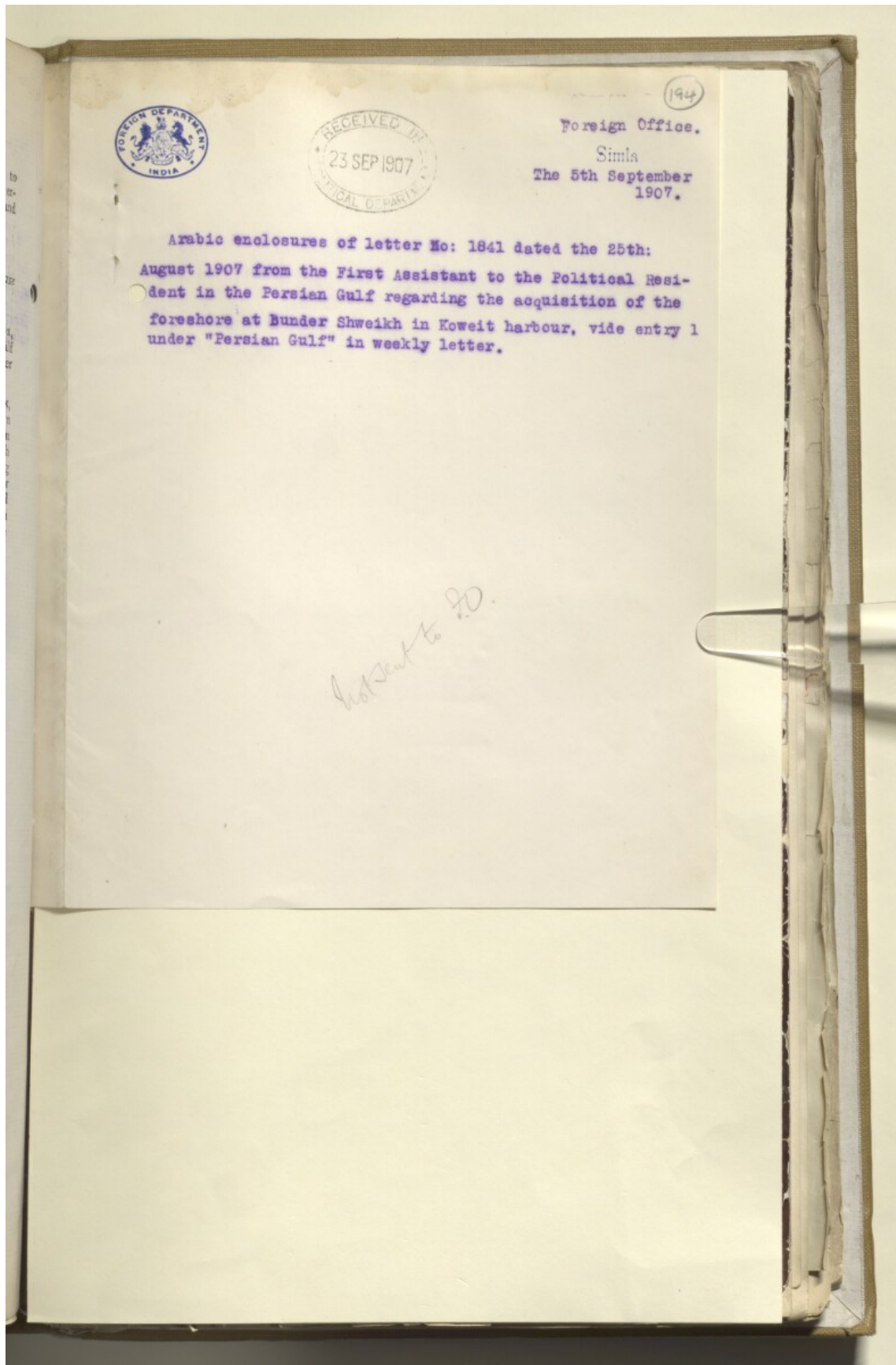
In the name of God, the Exalted. This agreement is from me, Major Knox, Political Agent of the precious Imperial English Government in Koweit on behalf of the precious Imperial English Government to Sheikh Mubarak-us Subah, ruler of Koweit.

And afterwards the reason of writing this paper is that I, Major Knox, Political Agent of the precious Imperial English Government and by permission from it granted for this affair specially, there has come between my hands from Mubarak-us-Subah, ruler of Koweit, a lease of the lands to the south of Shweikh Bunder dated the day of 1325 H., corresponding to the day of in the year 1907, A.D., and I, Major Knox, on the part of the precious Imperial English Government, have accepted all the conditions detailed in the aforesaid lease; and, regarding what Sheikh Mubarak has written in the close of that lease that he hopes for the permanence of the case of the Government and its kindness on him and his heirs after him, the precious Imperial English Government has honoured me with the permission that I may inform Sheikh Mubarak, on behalf of the precious Imperial Government, that the Government does not wish to interfere in the affairs of Koweit except for the profit of its (Koweit) people and the increase of trade and knowledge and friendship between the English Government and the people of Koweit and, as regards Sheikh Mubarak-us-Subah and his heirs after him (the Government) does not desire to see in Koweit a ruler other than them ever and the perpetual desire of the Government is that it should not see the Sheikh of Koweit other than strong, independent and not beholden to any one whatever and that the friendship and agreement between the Government and the Sheikhs of Koweit may be perpetual.

Done in
bushra
for and
by
of 27 Aug.

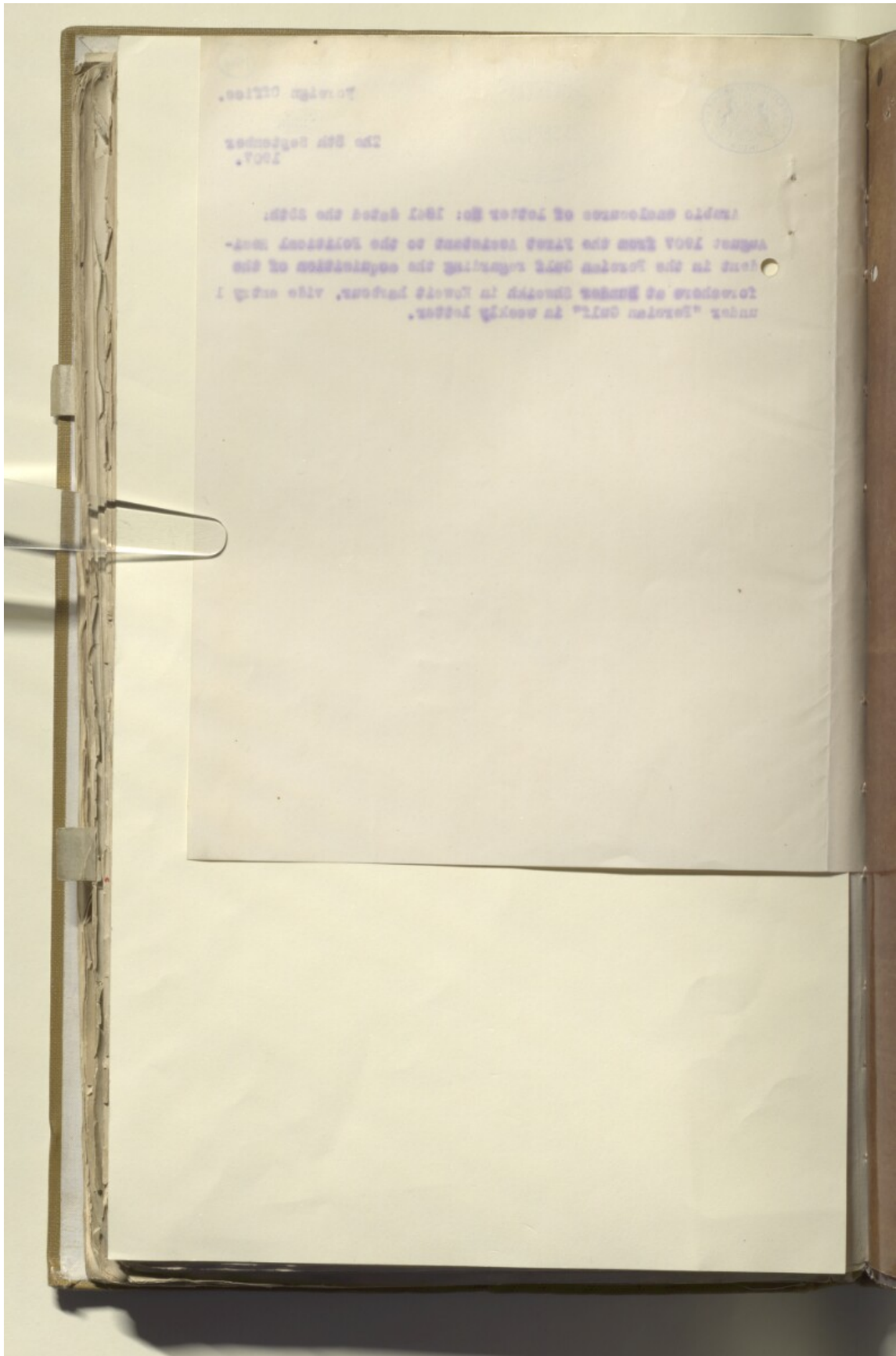


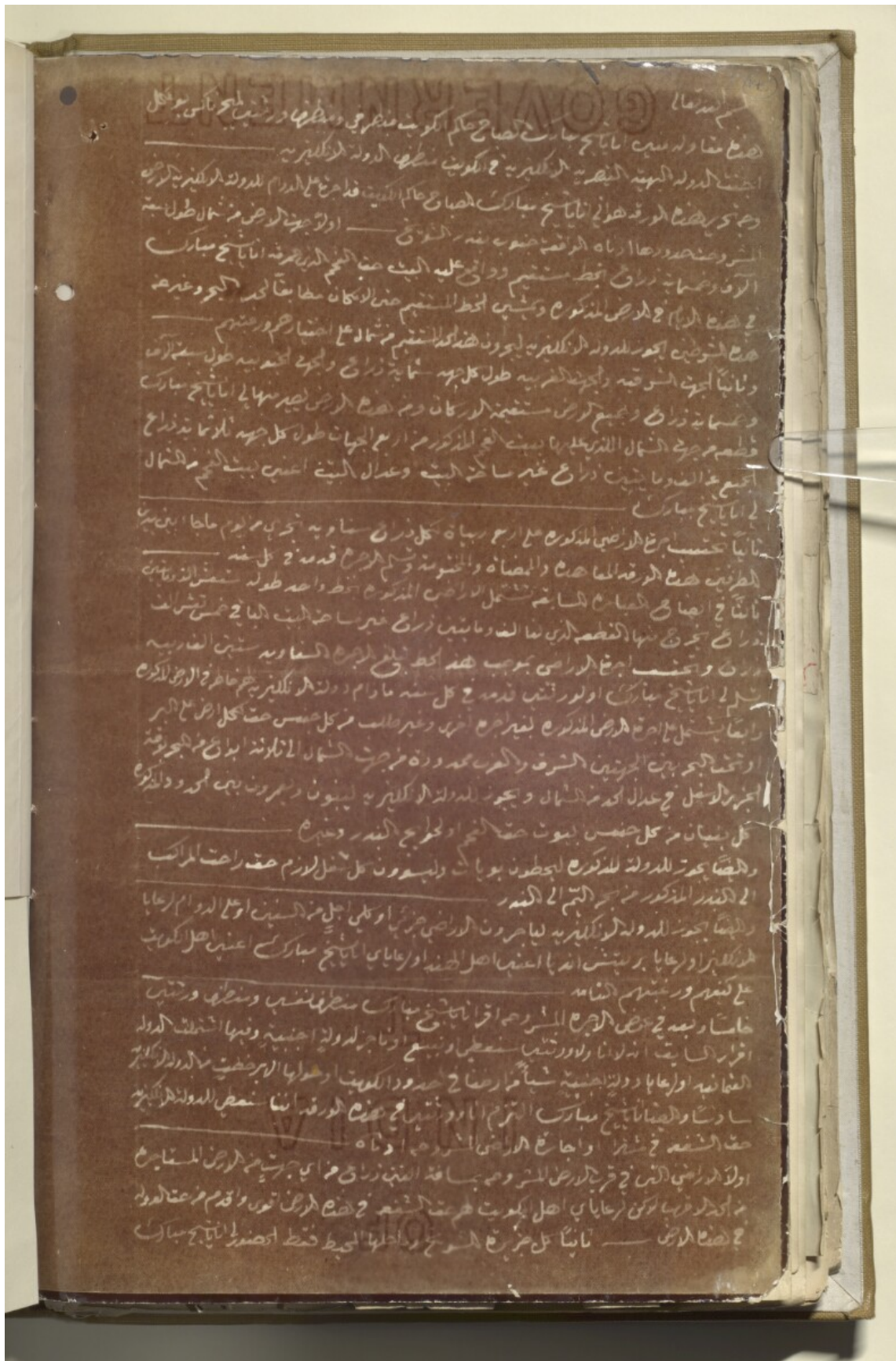
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٩٤] (٢٩٤/١٤٥)





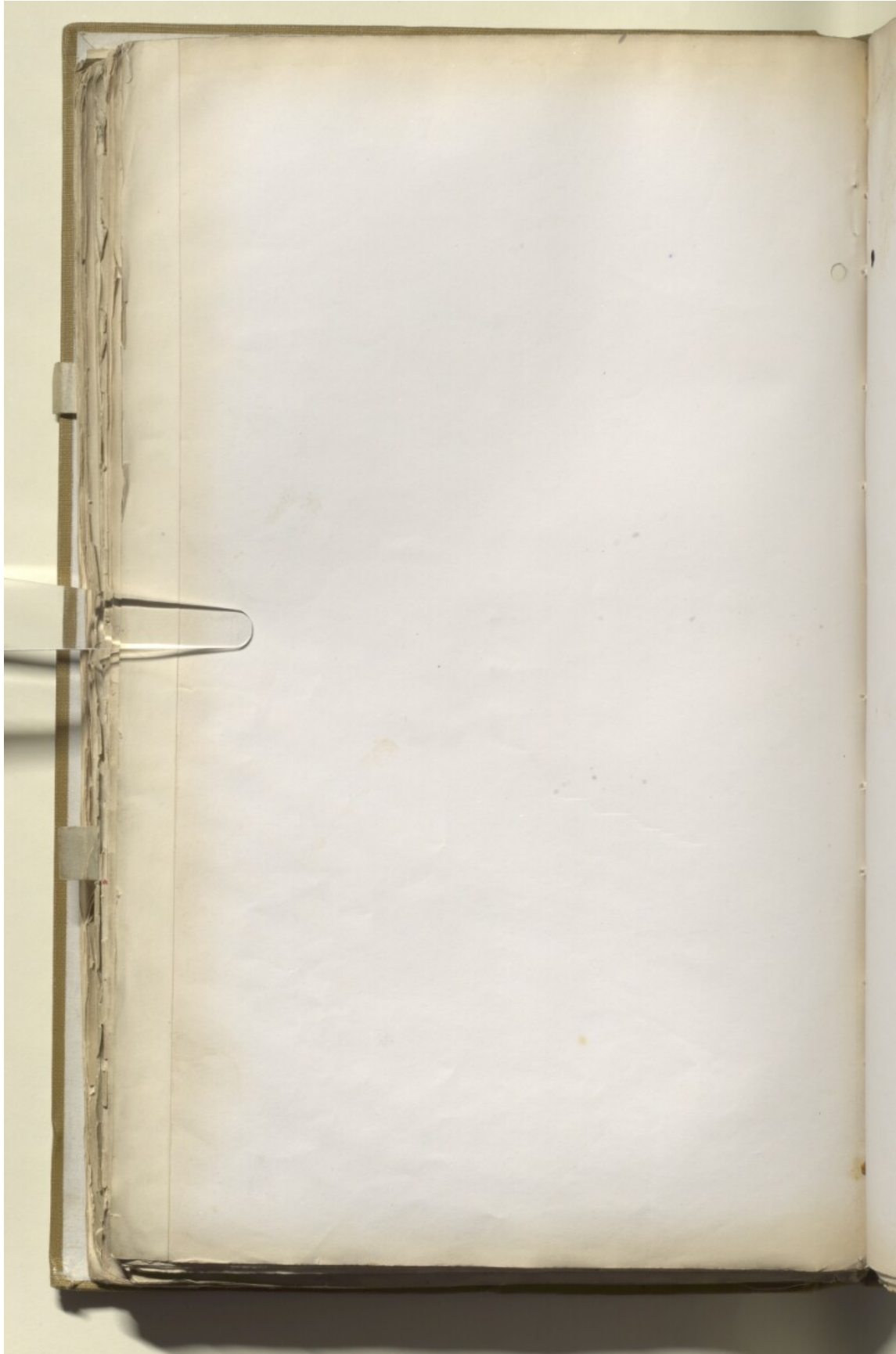
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. "[١٩٤ظ] (٢٩٤/١٤٦)





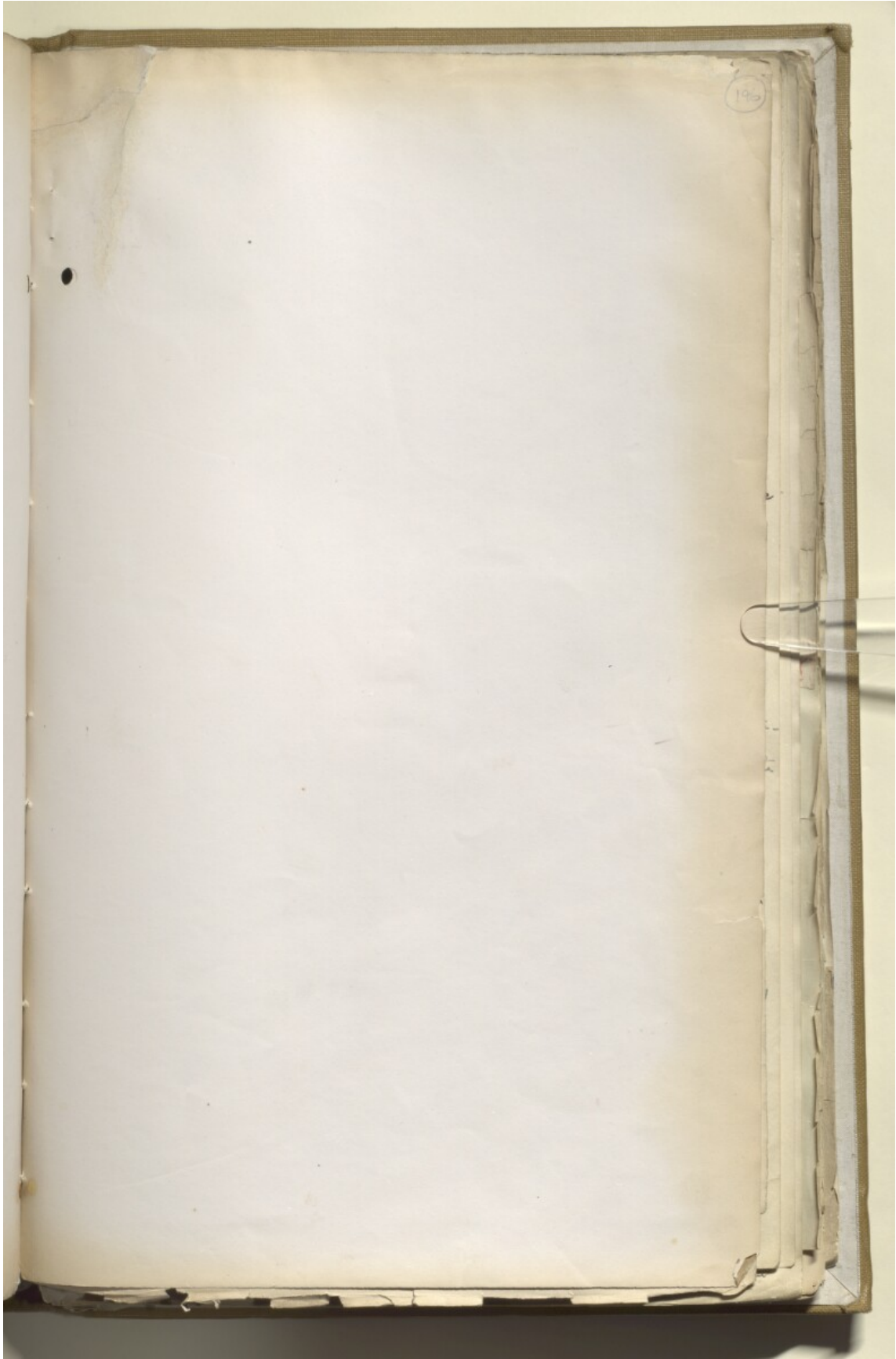


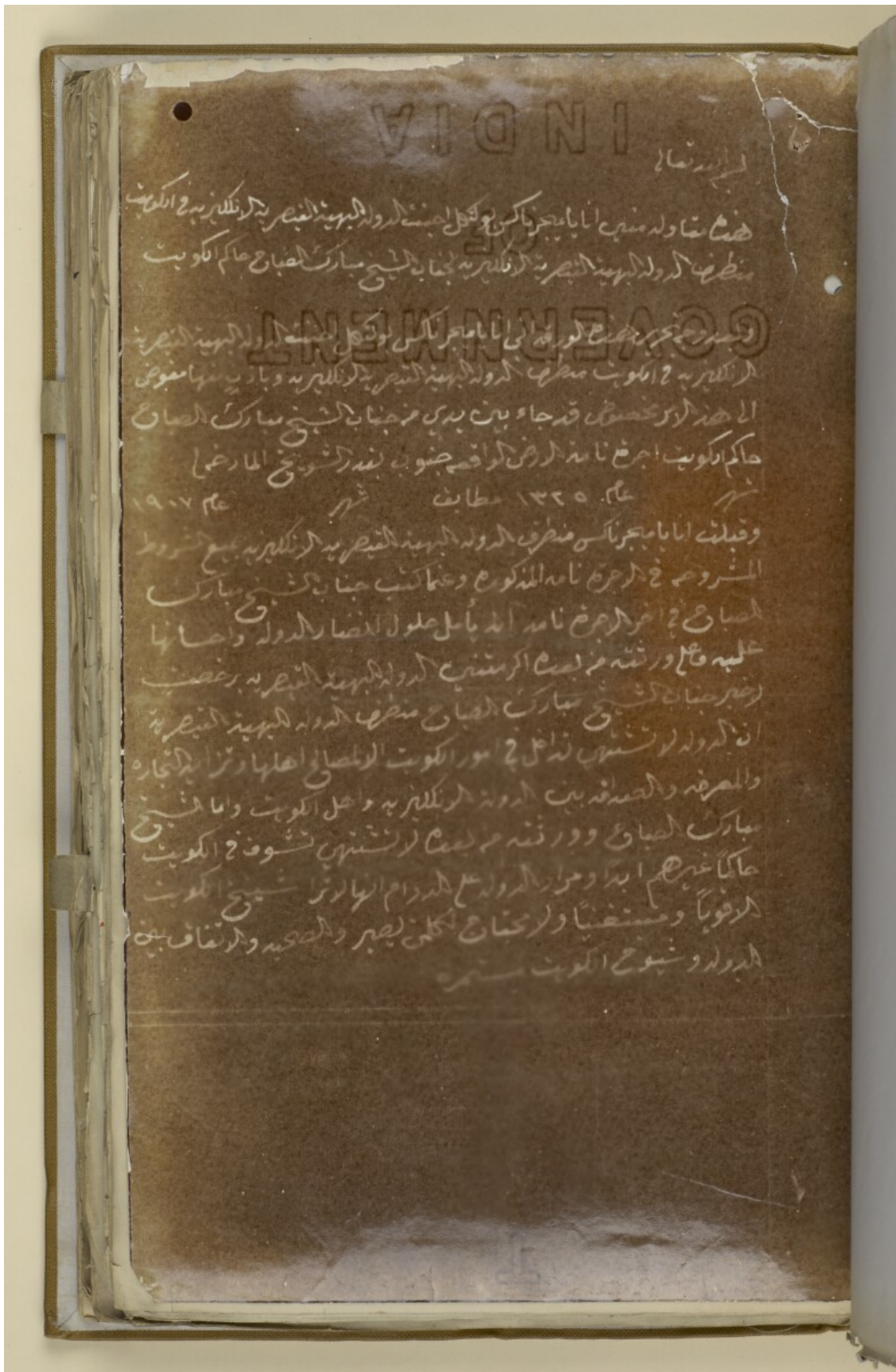
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٩٥ ظ] (٢٩٤/١٤٨)





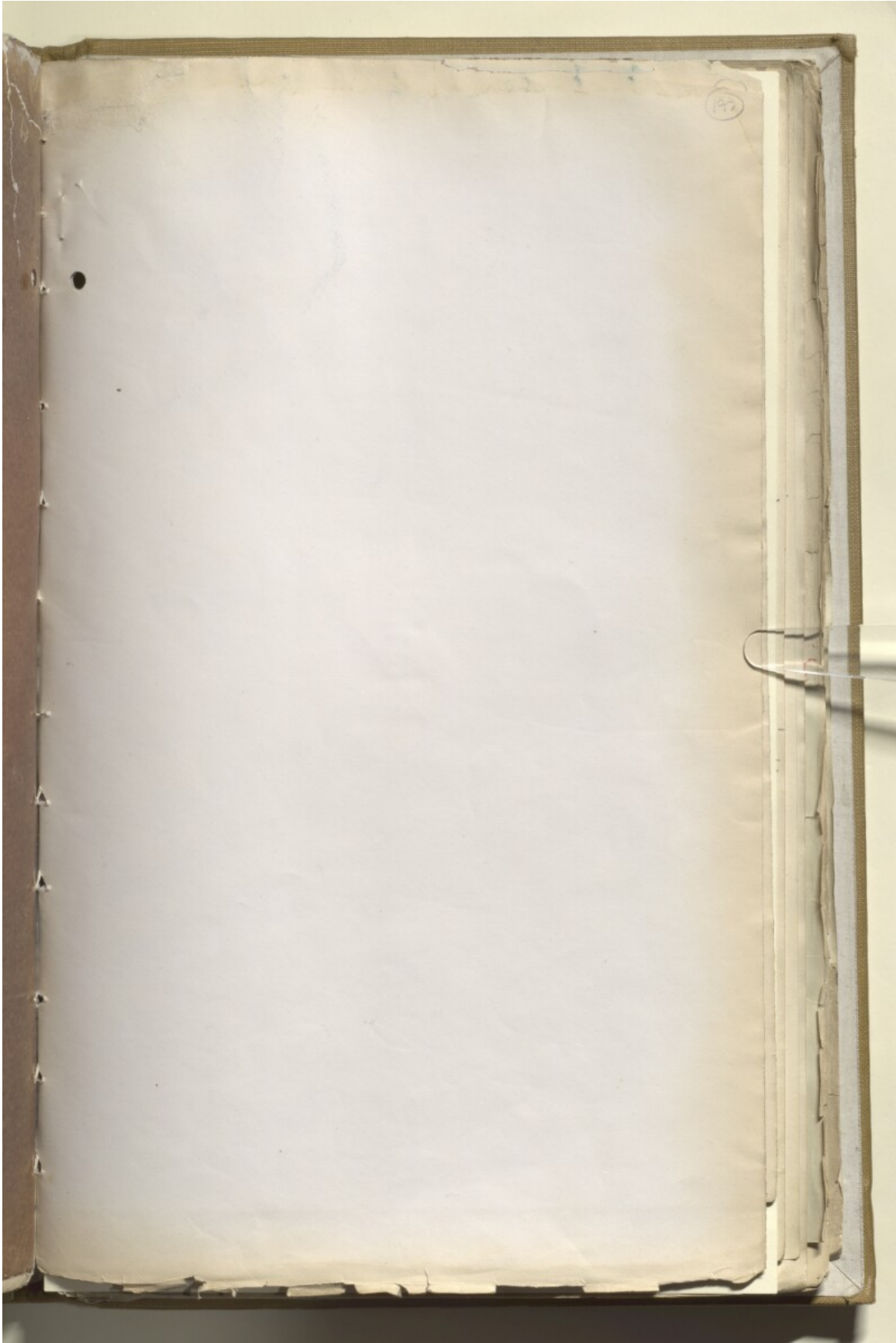
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٩٦و] (٢٩٤/١٤٩)

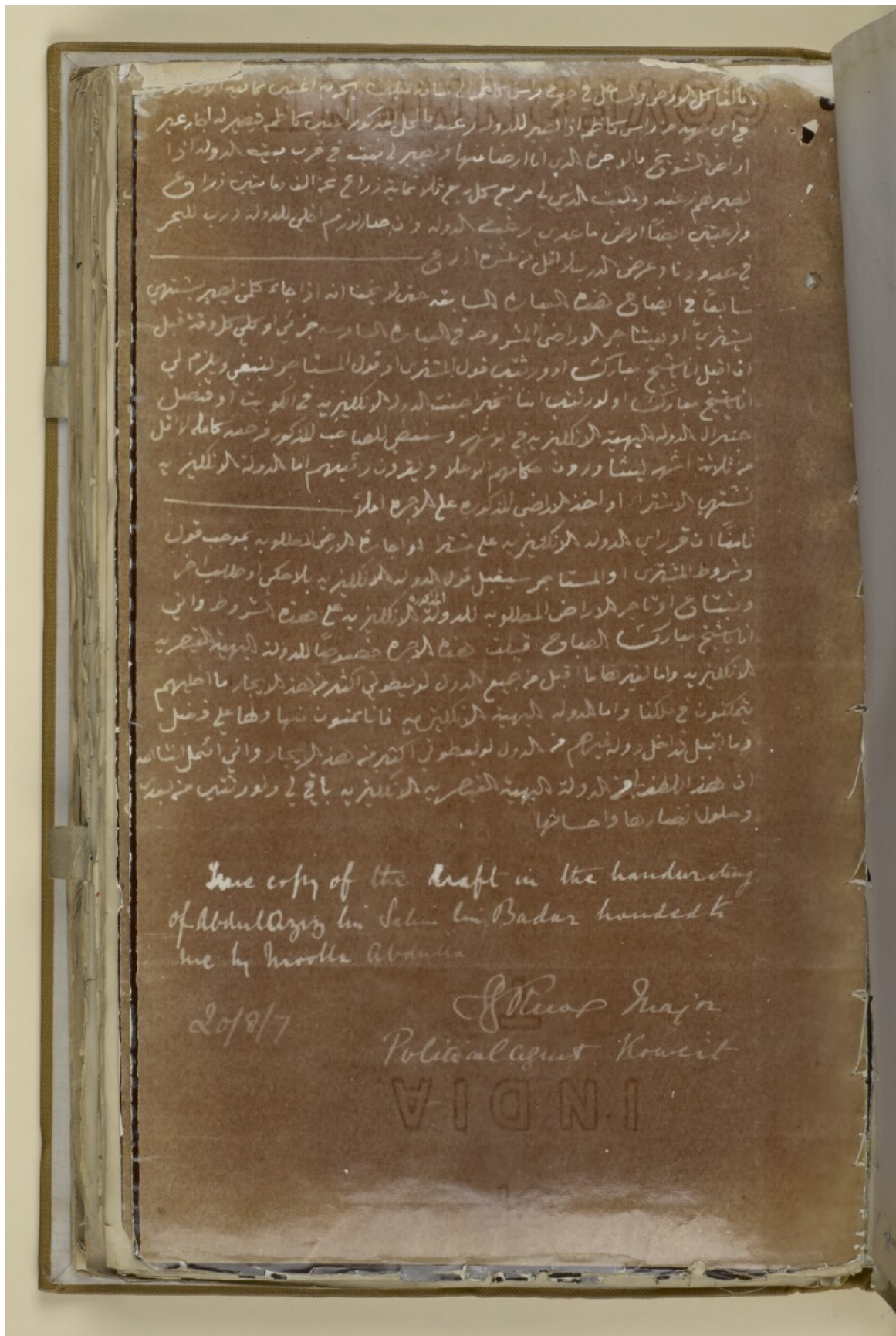






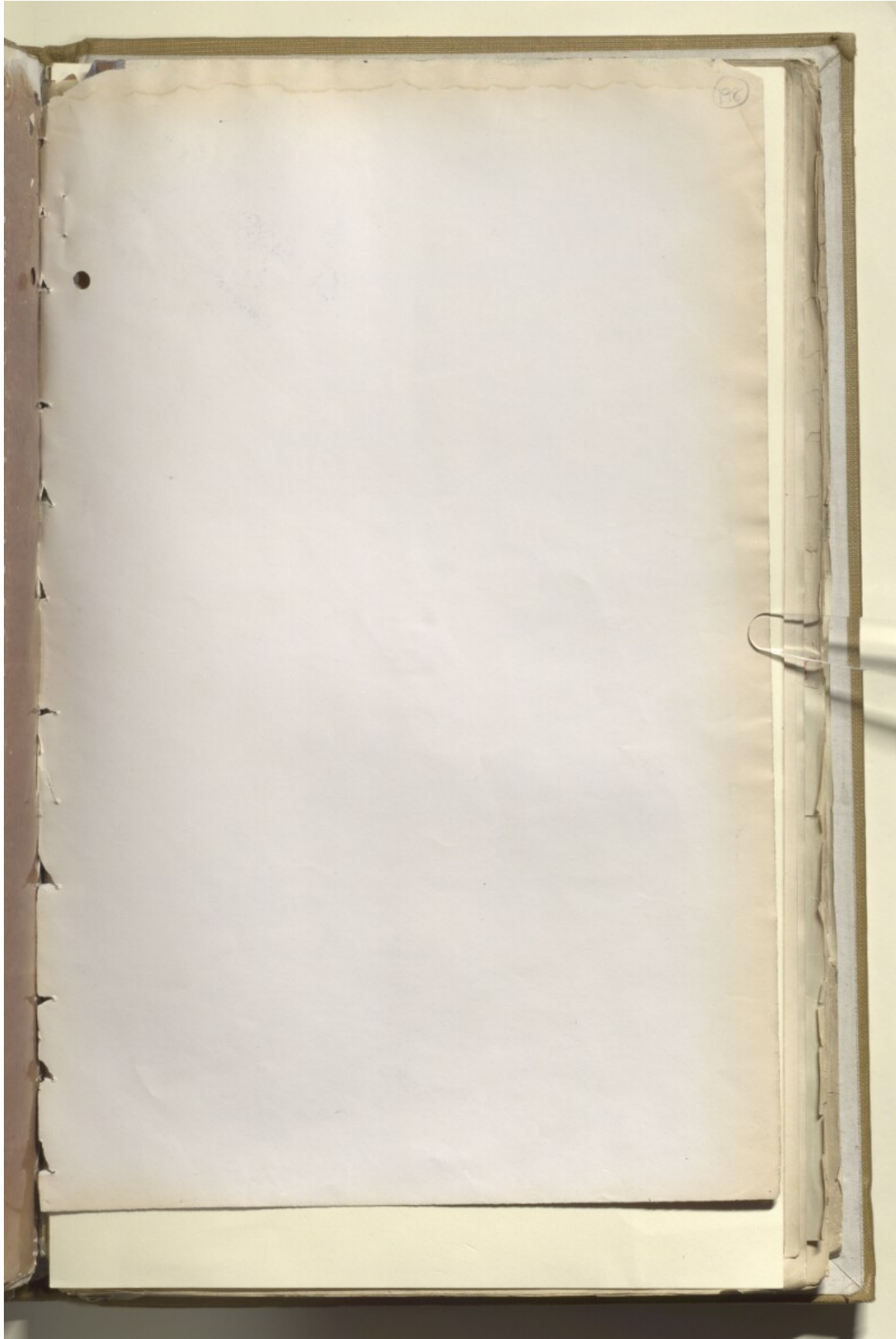
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٩٧و] (٢٩٤/١٥١)

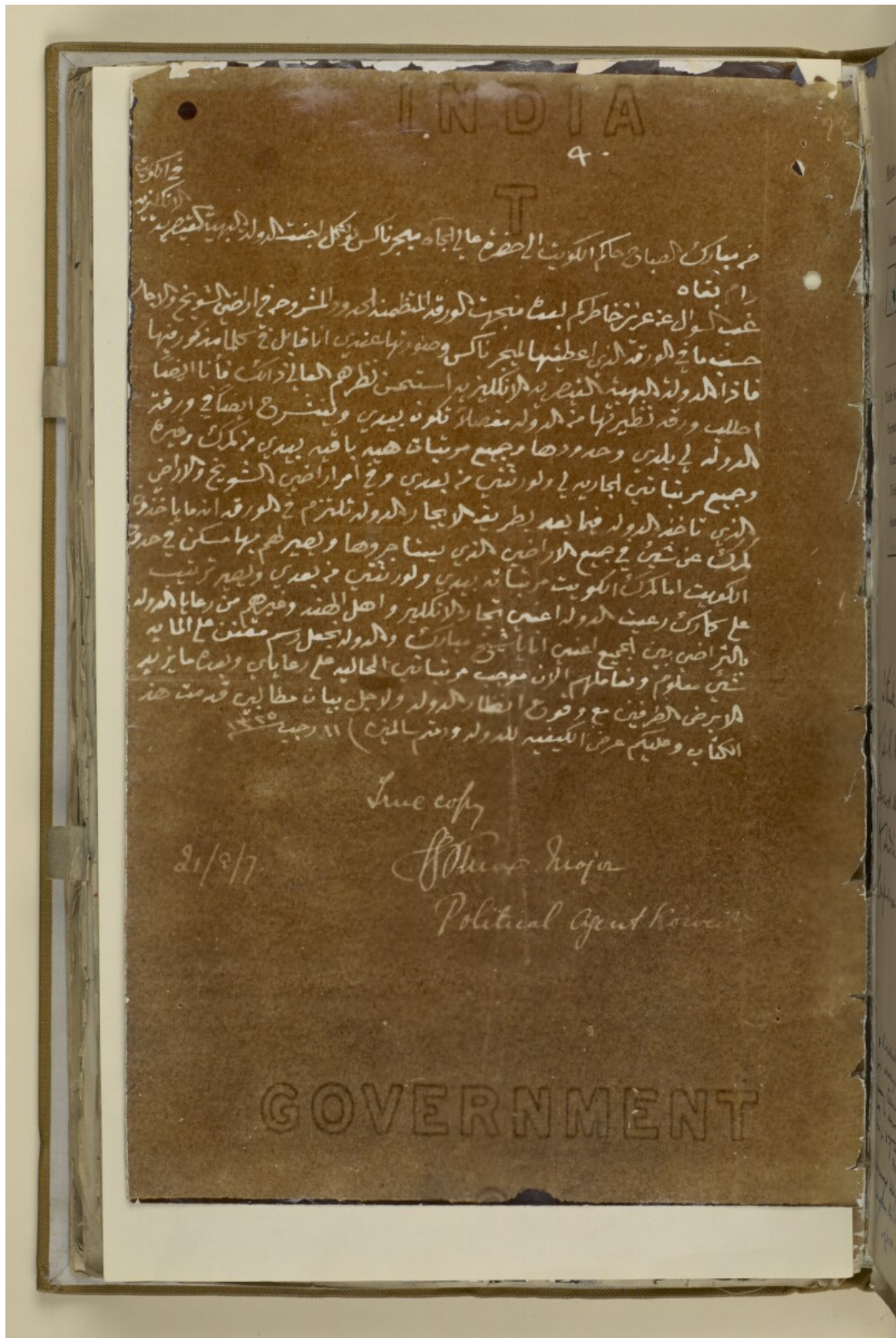






ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [١٩٨و] (٢٩٤/١٥٣)





خالد
الكويت
في مبارك الصباح حاكم الكويت الخاضع على ايجاه معجوناكس كل اقصاء الدولة الكويتية
بناه
فبالحال عن غير خفاطكم بعض منجوت الورقة المظمنة احد والمشروع ارض الشويخ والاط
حفت ما في الورقة التي اعطيتها للمجرناكس وصفوها بعض من انا قائل في كلام من مودتها
فاذا الله دولة الكويت التي لا تملك به استحقاق نظرهم العالي اذ انك فانا ايضا
اطلب ورقة نظيرتها من الدولة مقصدا نلونه بيدي وكنف شرح ايضا في ورقة
الدولة في بلدي وحدودها وجميع ممتلكات هبة باقية بيدي من ممتلك وغير
وجميع ممتلكات ايجاريه في ولورثتي من بيدي وفي امر اراضي الشويخ والاراضي
التي تاخذ الدولة فيما بعد بطريقه ايجار الدولة تلتزم في الورقة انما ياخذ
لمن عن شتي في جميع الاراضي التي بيننا جودها وبعير لهم بها مكن في حد
الكويت اما لمكن الكويت ممتلكات بيدي ولورثتي من بيدي وبعير ترتيب
على حكاكس رعيت الدولة اعني ايجار الانكليز واهل الجند وغيرهم من رعيا الدولة
والاراضي بين اجمع اعني انما شويخ مبارك والدولة يجعل رسم مكن على الما به
شحن معلوم ونماطهم الان موجب ممتلكات الحالية على رعيا بيدي وبعير ما يزيد
الاراضي الطرفين مع وقوع انظار الدولة ولاجل بيان مطالبين قد مت هذه
الكتاب وعليتكم عرض الكيفية للدولة ودفتم الميزن (١١ رجب ١٣٢٥ هـ)

True copy

Shiraz Hoja

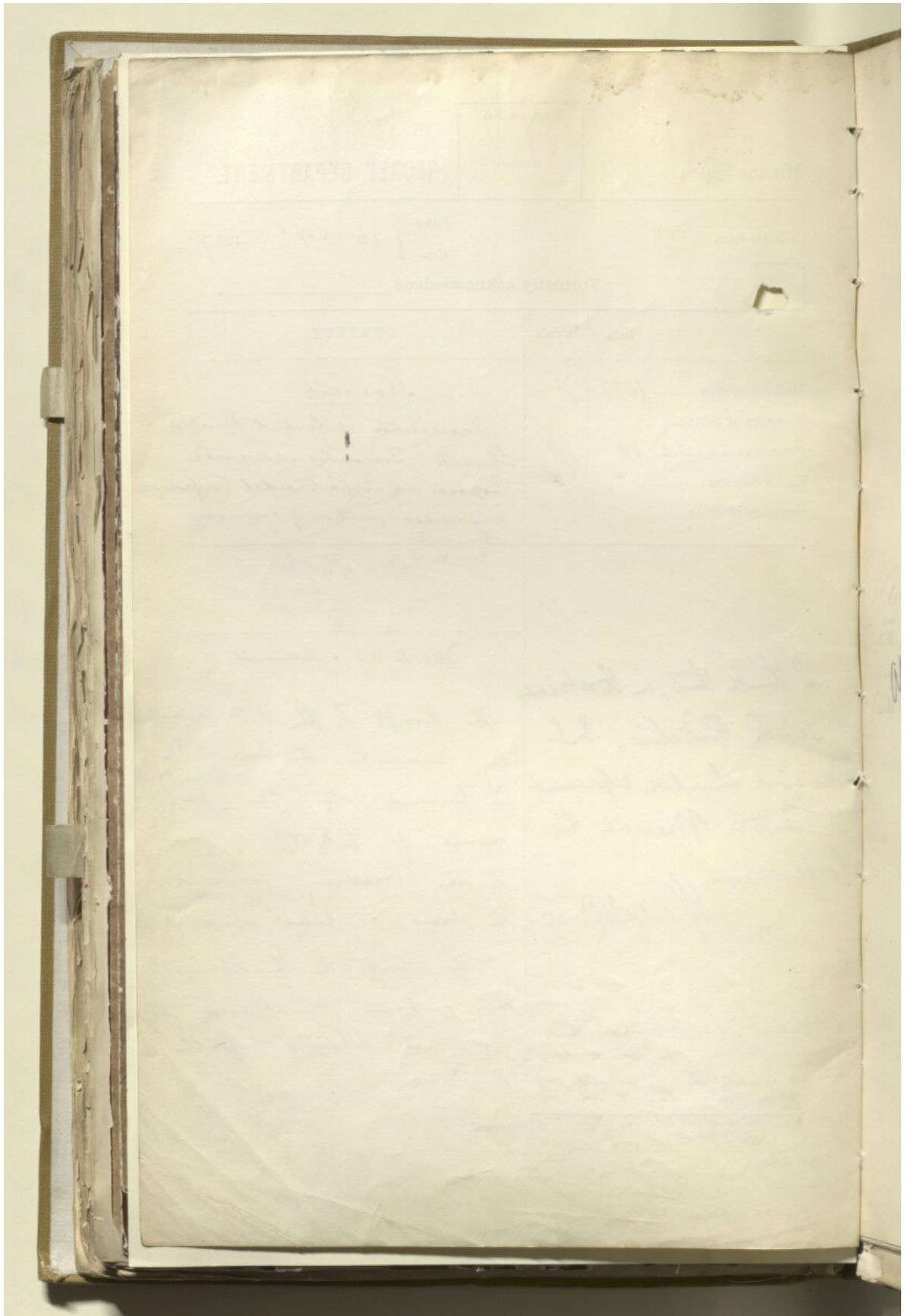
Political Agent Kuwait

21/3/7

GOVERNMENT

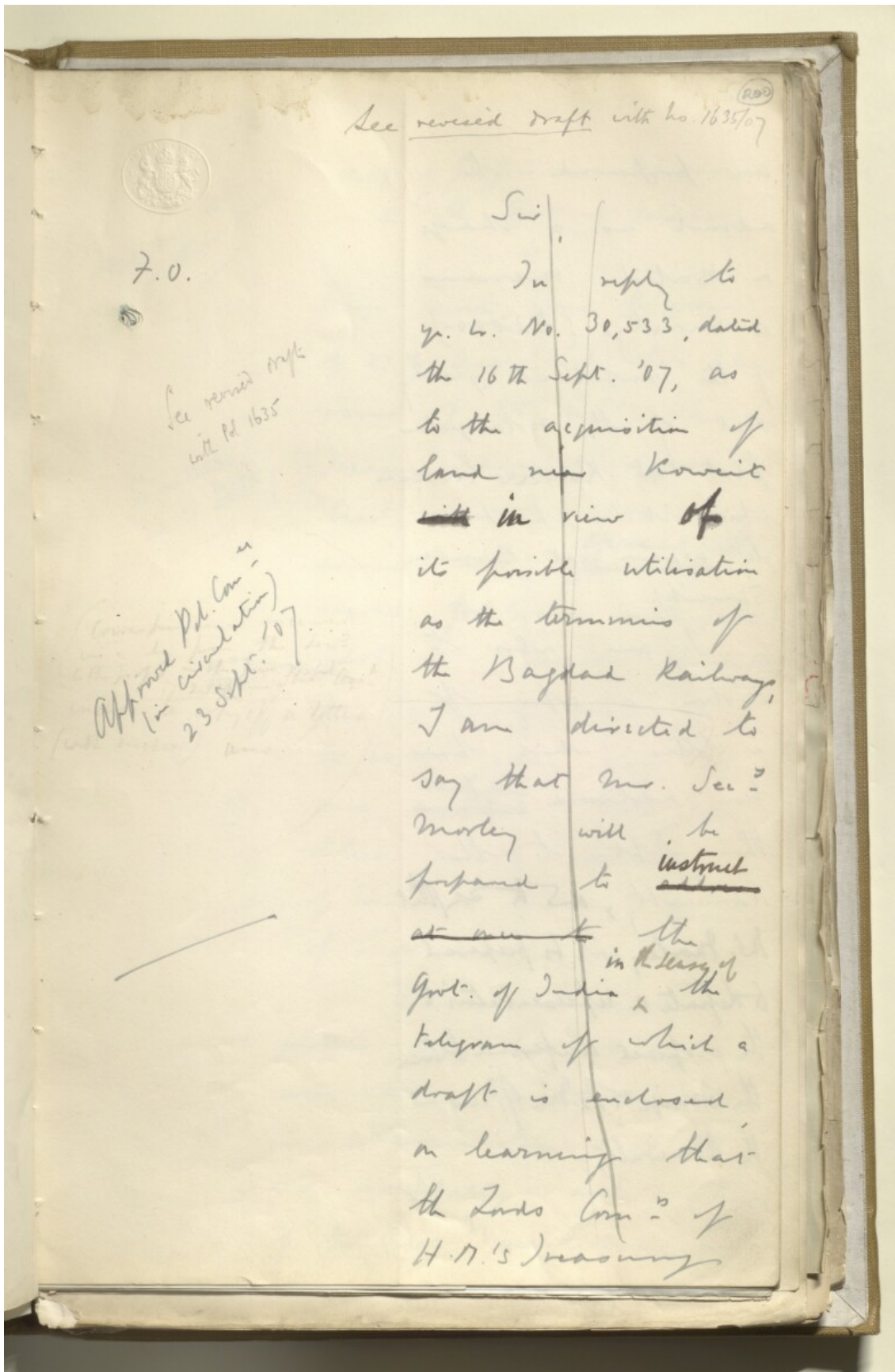


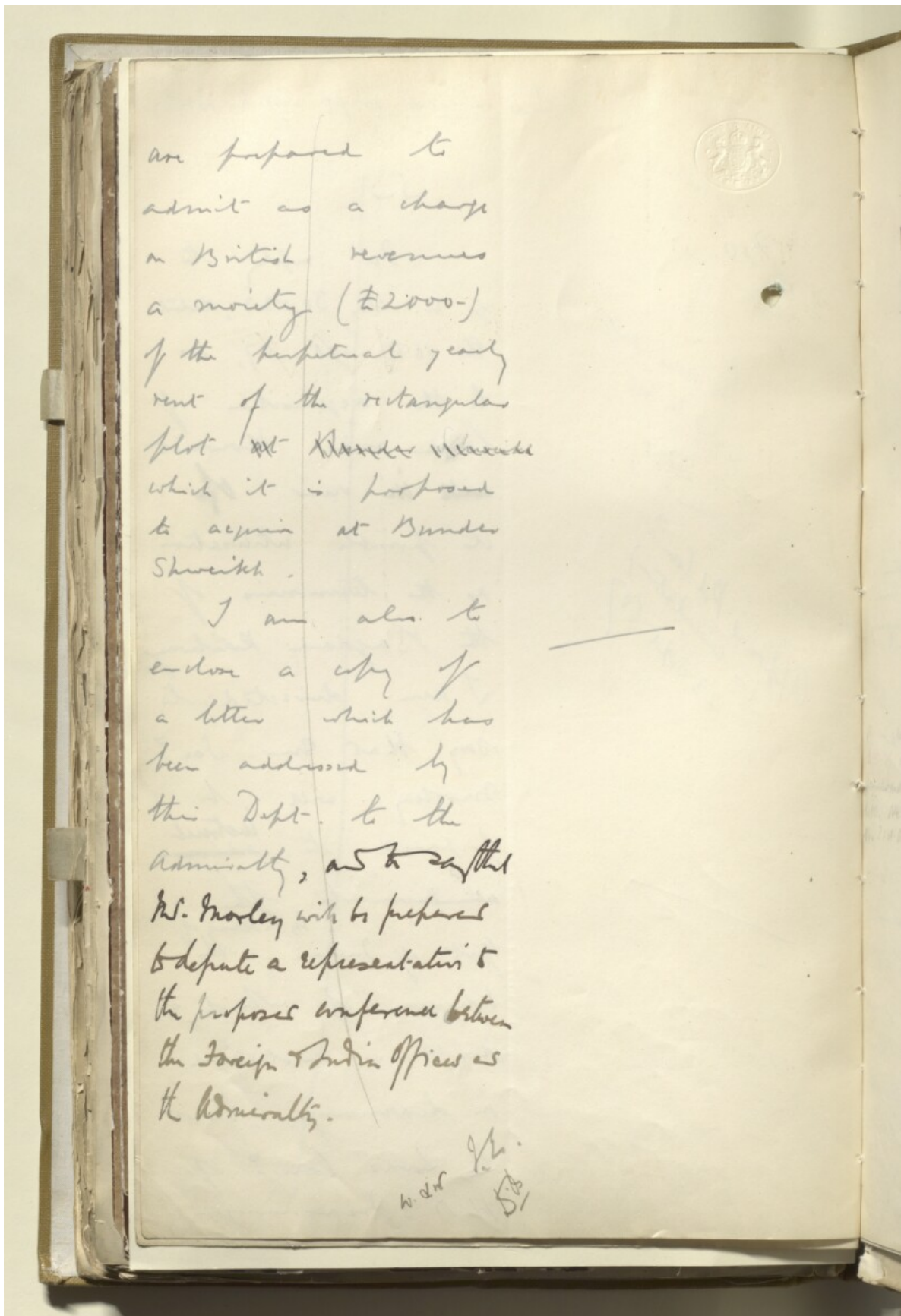
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [١٩٩ظ] (٢٩٤/١٥٦)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٠٠] [٢٩٤/١٥٧]

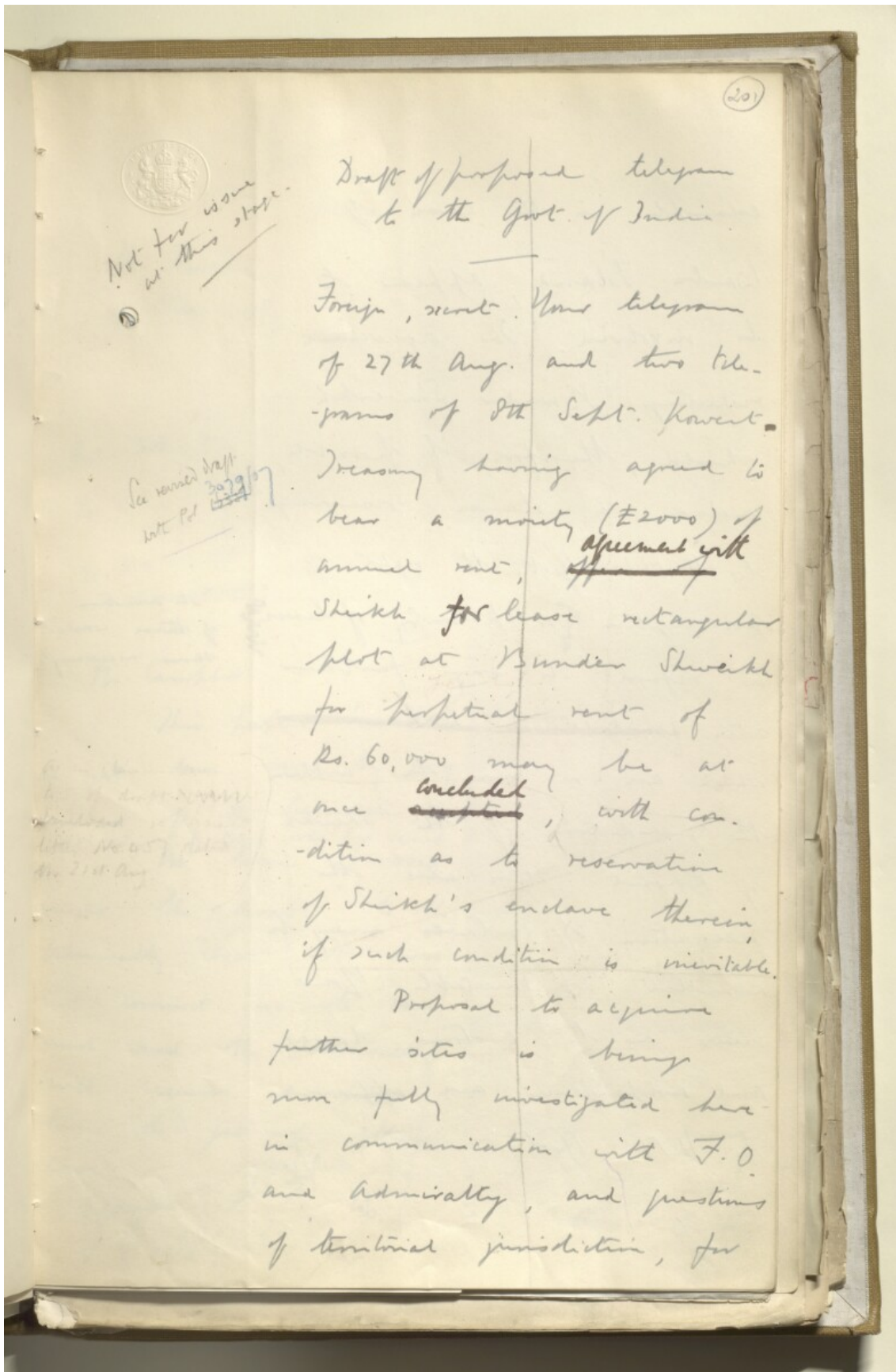


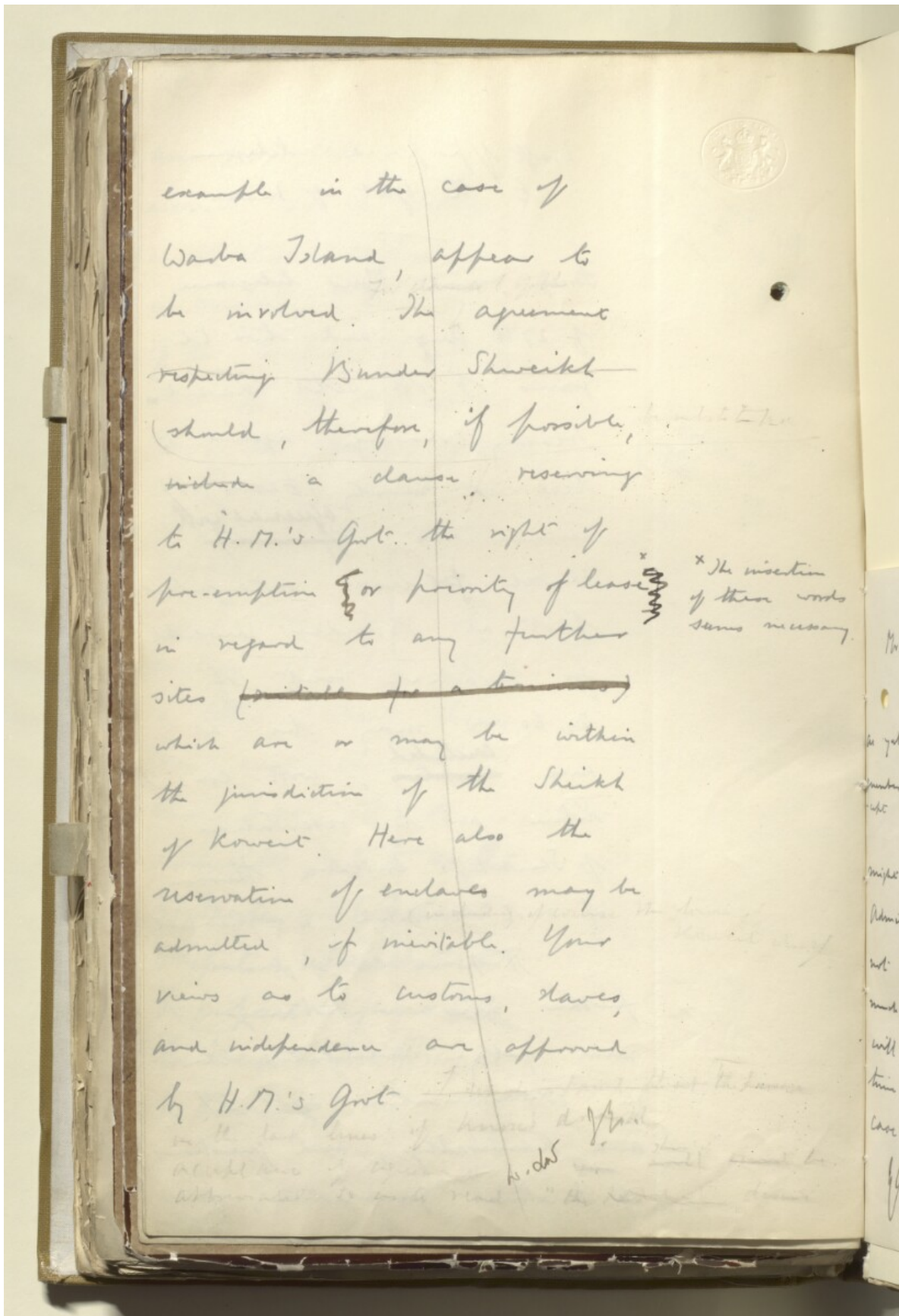


are prepared to
admit as a charge
on British revenues
a moiety (£2000-)
of the perpetual yearly
rent of the rectangular
plot ~~at Bandar Shuweikh~~
which it is proposed
to acquire at Bandar
Shuweikh.

I am also to
enclose a copy of
a letter which has
been addressed by
this Dept. to the
Admiralty, as to say that
Mr. Broderick will be prepared
to deputise a representative to
the proposed conference between
the Foreign & India Offices and
the Admiralty.

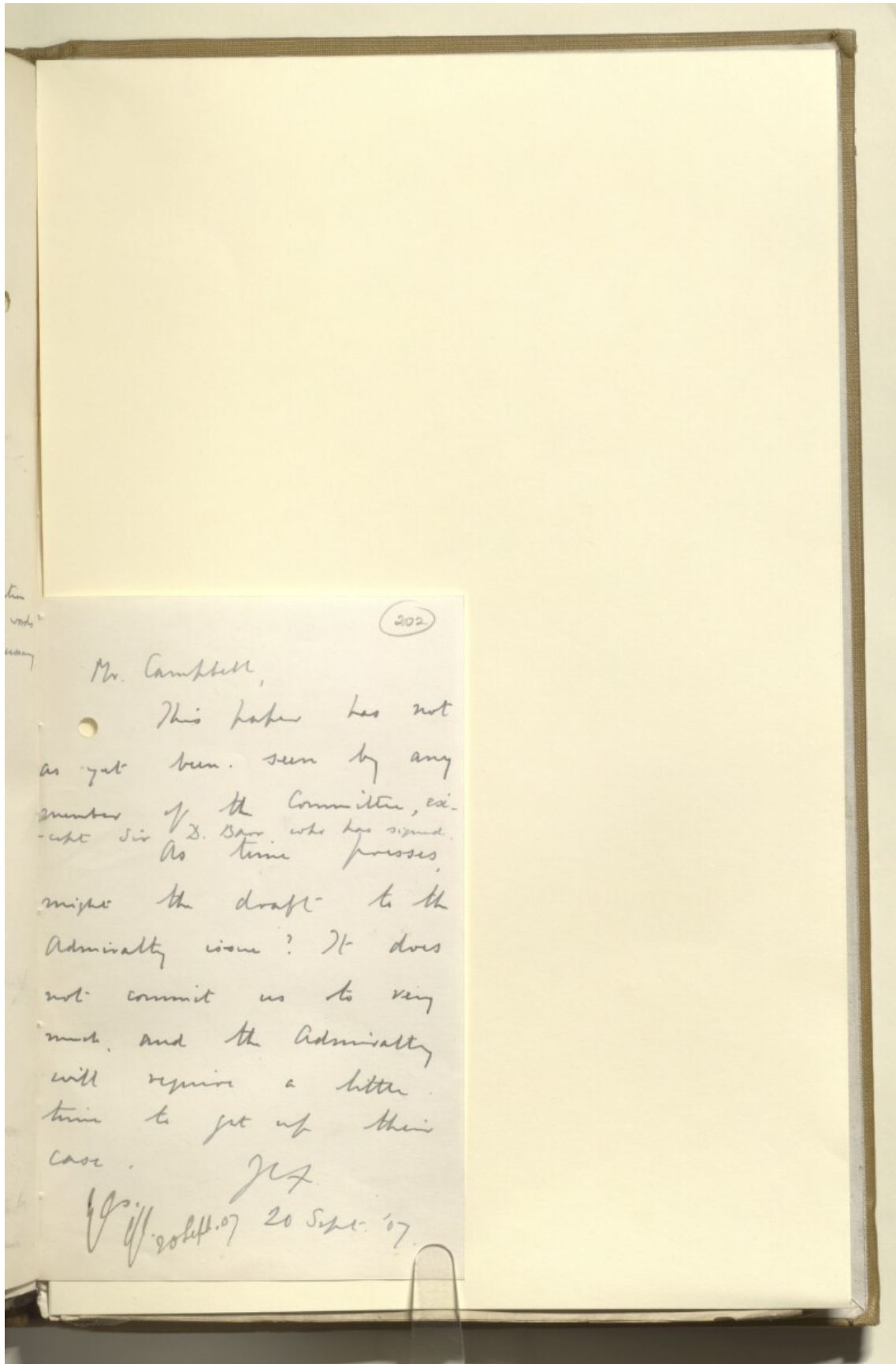
W. H. R.
S. H.





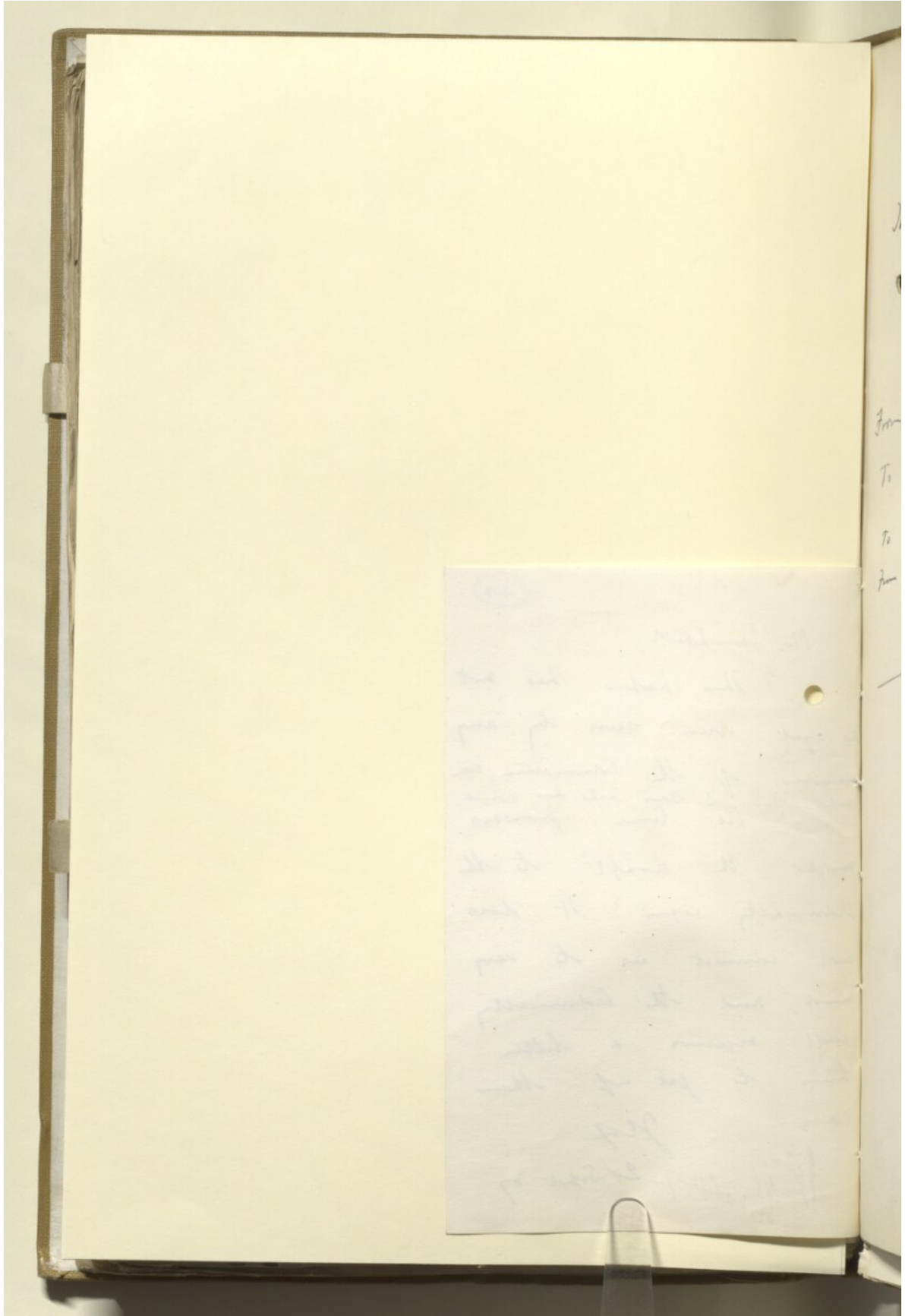


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٠٢] [٢٩٤/١٦١]



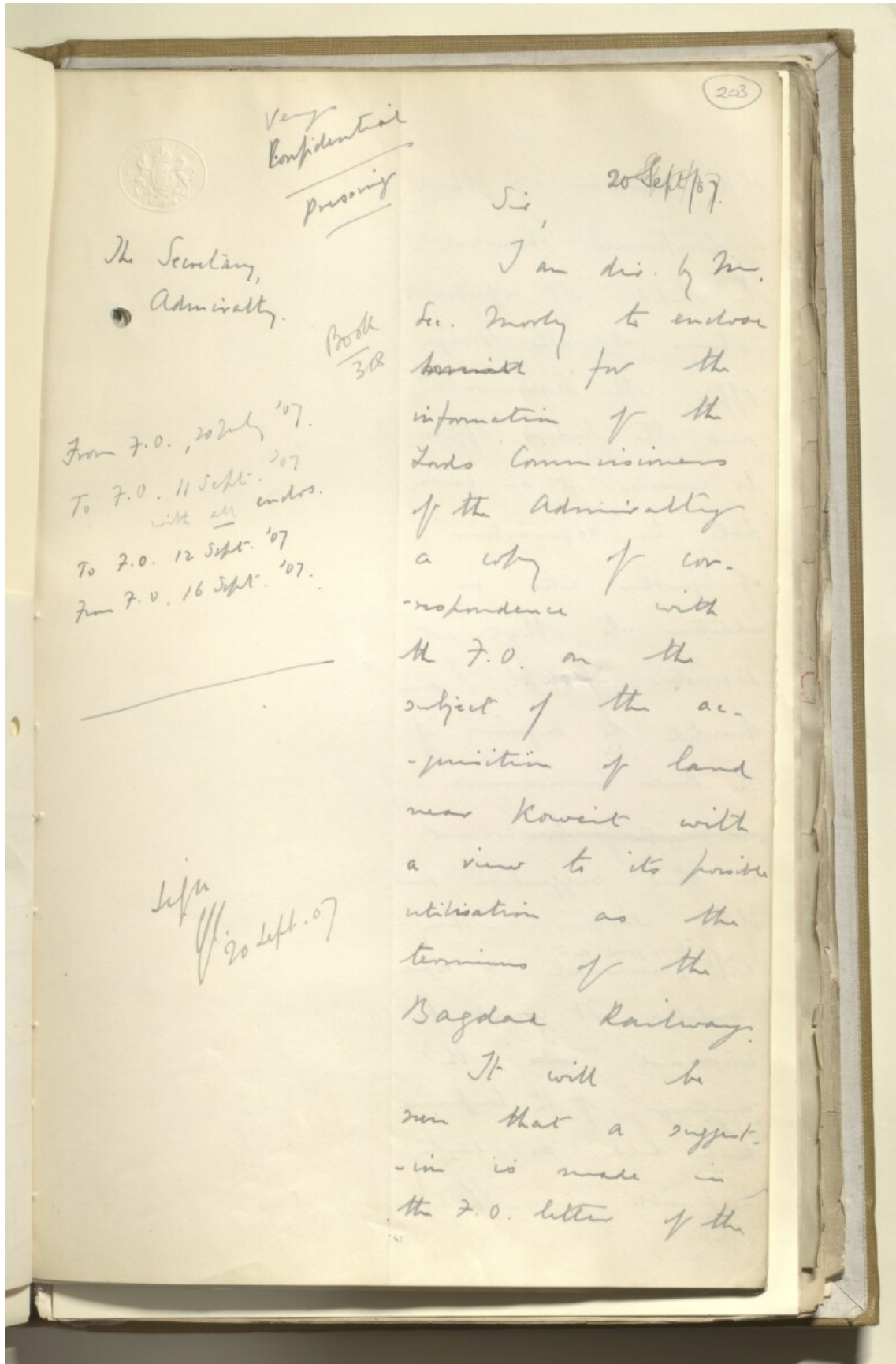


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٠٢ظ] (٢٩٤/١٦٢)



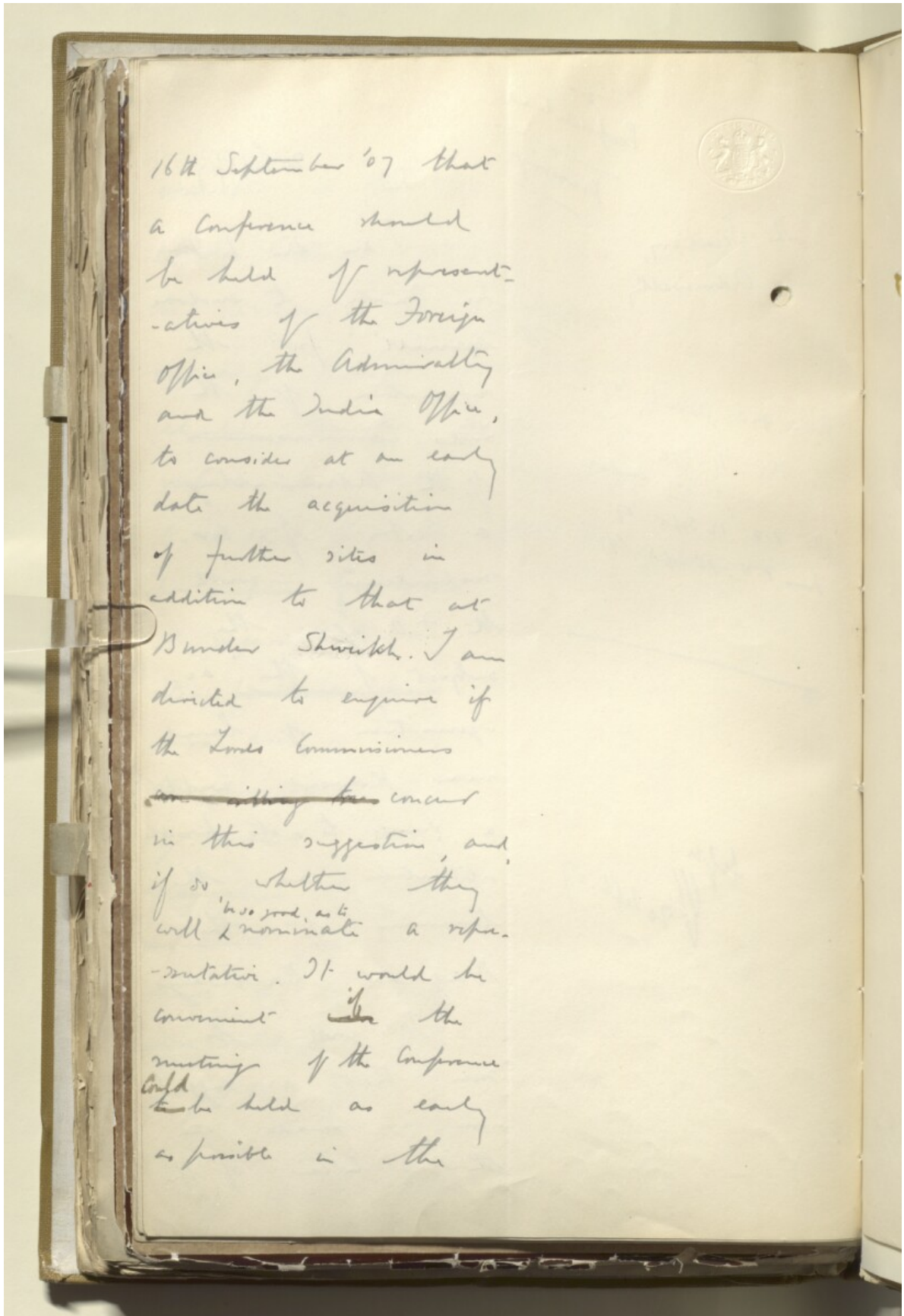


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٠٣و] [٢٩٤/١٦٣]





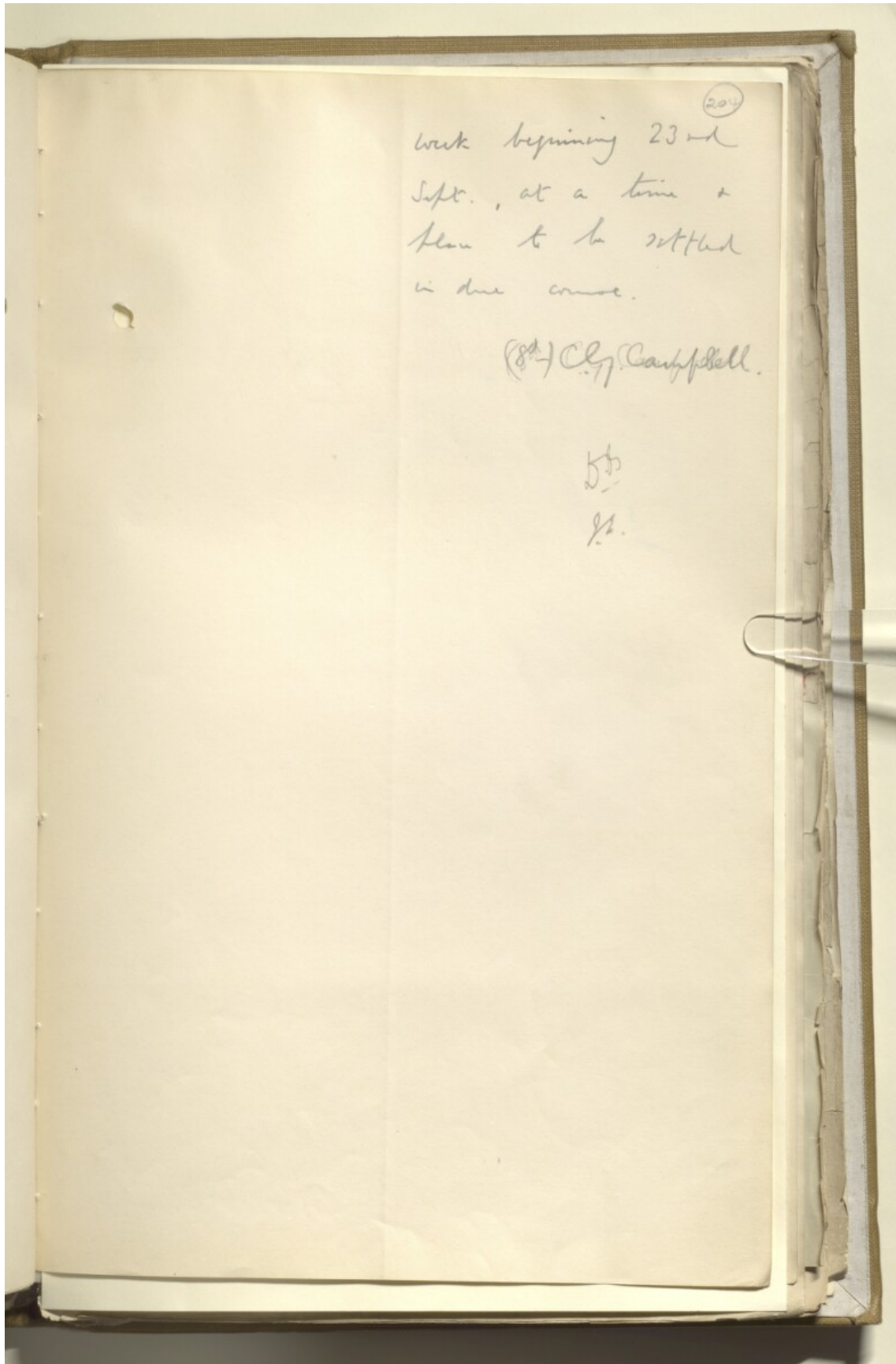
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[٢٠٣ظ] (٢٩٤/١٦٤)



16th September '07 that
a Conference should
be held of represent-
-atives of the Foreign
Office, the Admiralty
and the India Office,
to consider at an early
date the acquisition
of further sites in
addition to that at
Bunder Shuikh. I am
desirous to enquire if
the Lords Commissioners
~~are willing to~~ con-
-sider this suggestion, and
if so, whether they
will ^{be so good as to} nominate a rep-
-resentation. It would be
convenient ^{if} the
meeting of the Conference
could be held as early
as possible in the

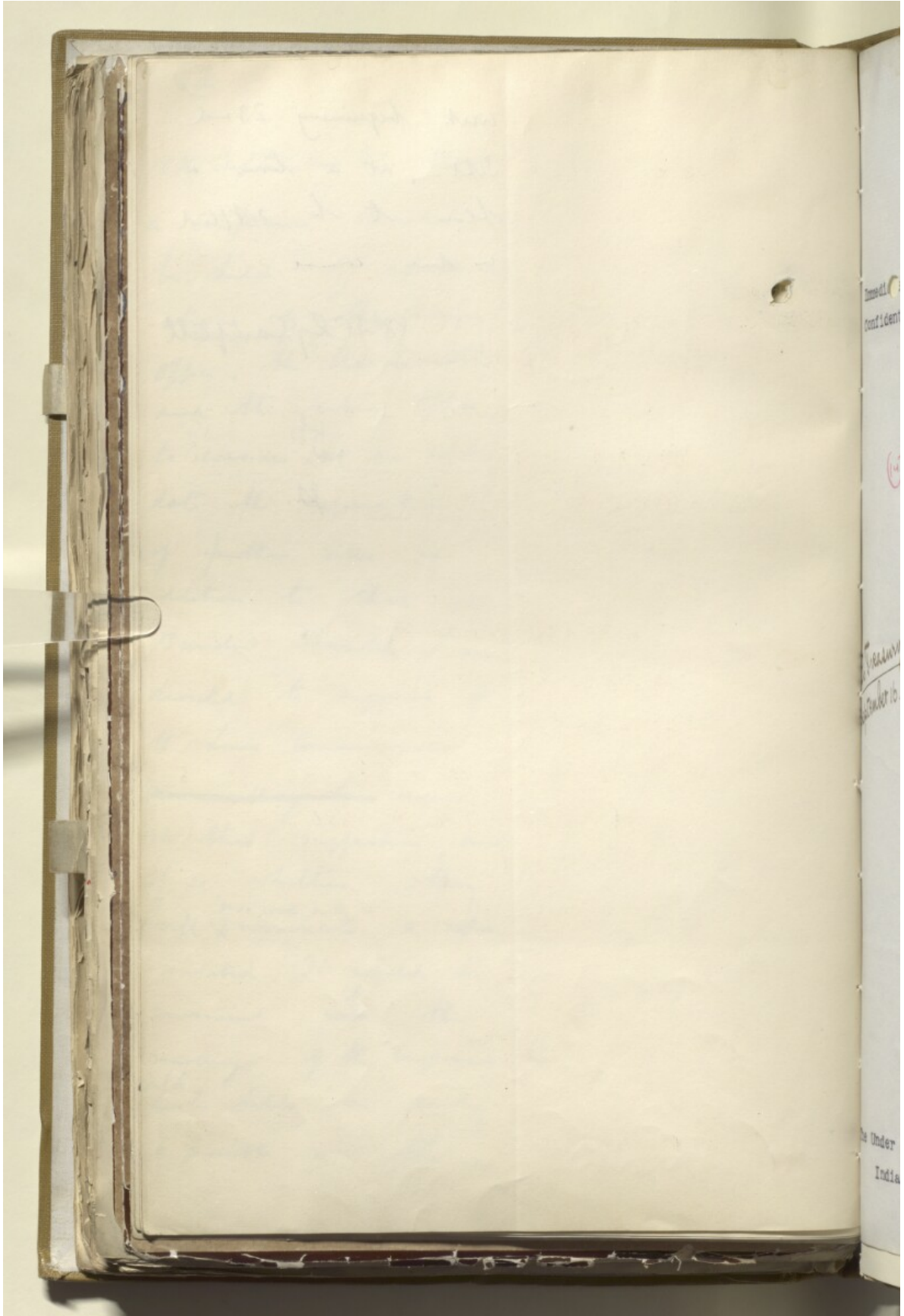


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٠٤و] (٢٩٤/١٦٥)



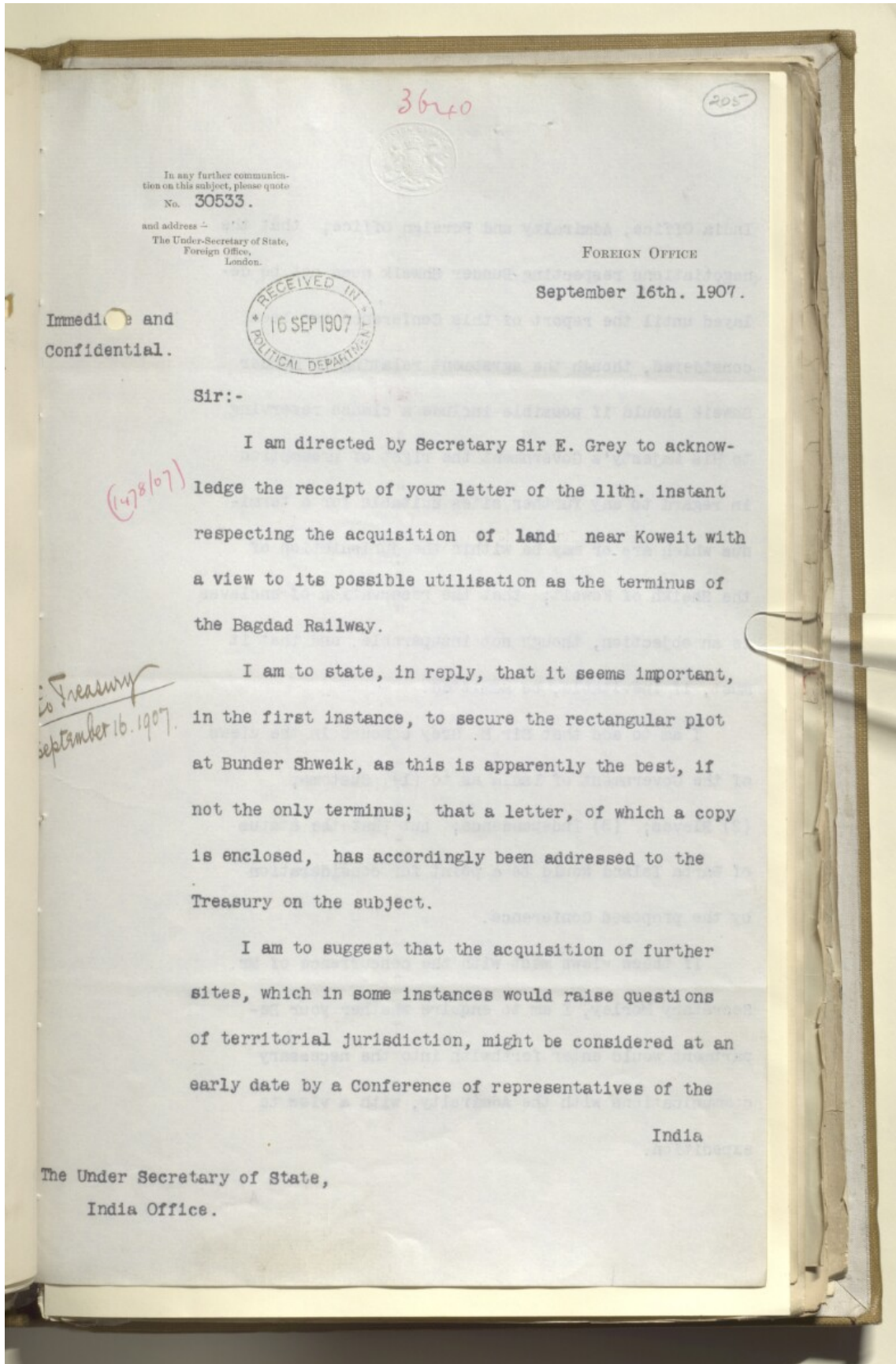


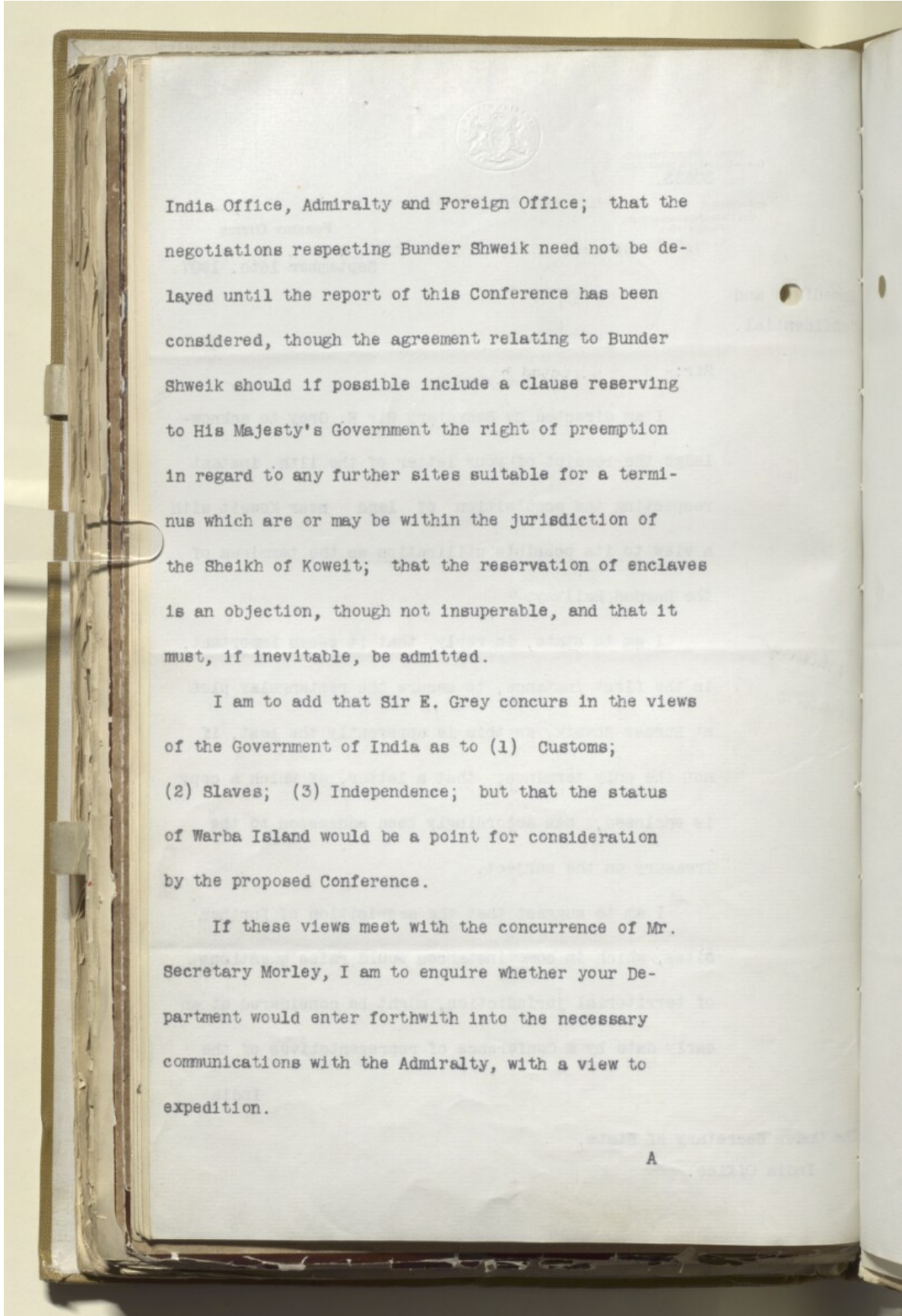
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[٢٠٤ظ] (٢٩٤/١٦٦)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٠٥] [٢٩٤/١٦٧]





India Office, Admiralty and Foreign Office; that the negotiations respecting Bunder Shweik need not be delayed until the report of this Conference has been considered, though the agreement relating to Bunder Shweik should if possible include a clause reserving to His Majesty's Government the right of preemption in regard to any further sites suitable for a terminus which are or may be within the jurisdiction of the Sheikh of Koweit; that the reservation of enclaves is an objection, though not insuperable, and that it must, if inevitable, be admitted.

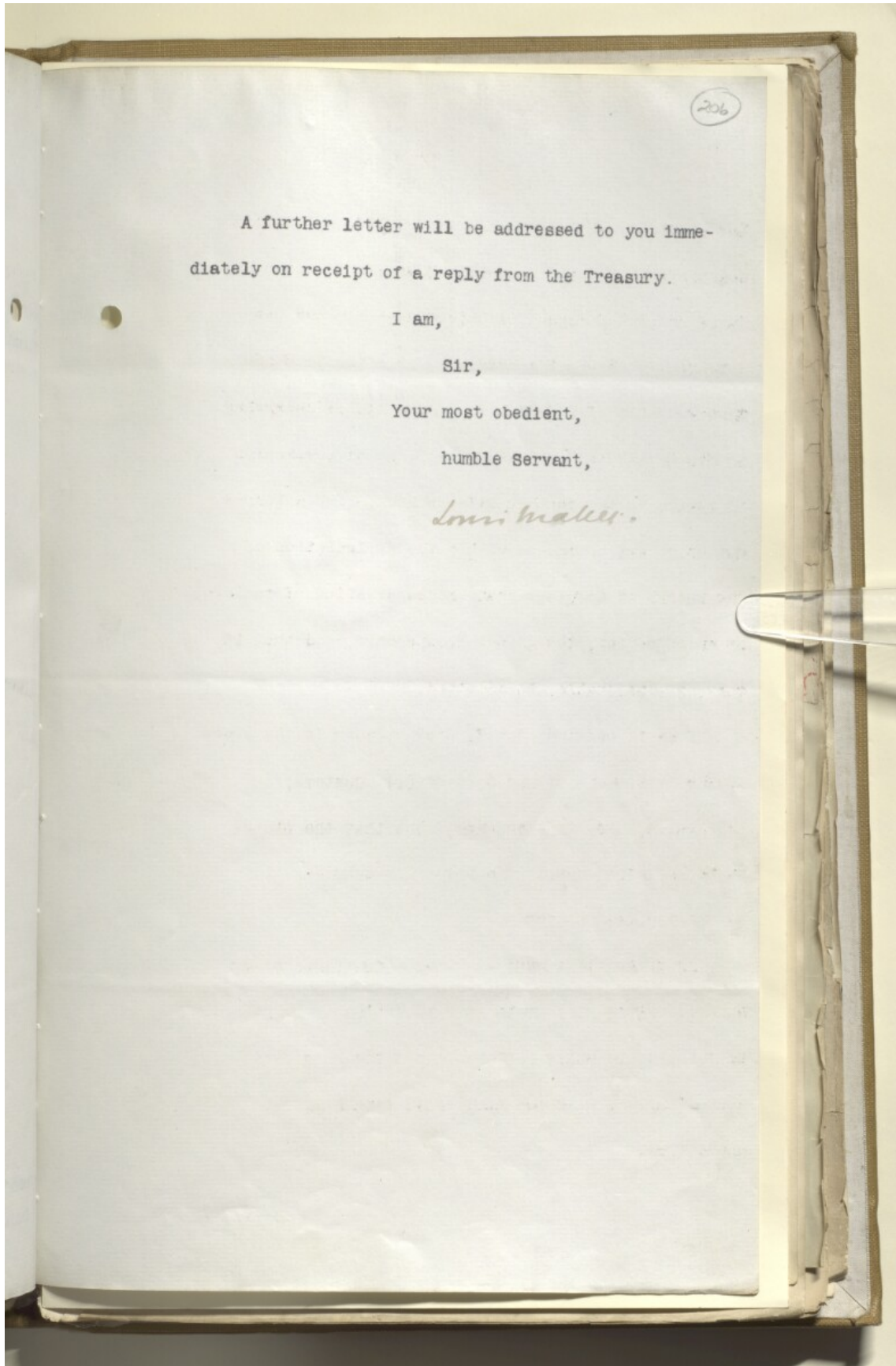
I am to add that Sir E. Grey concurs in the views of the Government of India as to (1) Customs; (2) Slaves; (3) Independence; but that the status of Warba Island would be a point for consideration by the proposed Conference.

If these views meet with the concurrence of Mr. Secretary Morley, I am to enquire whether your Department would enter forthwith into the necessary communications with the Admiralty, with a view to expedition.

A

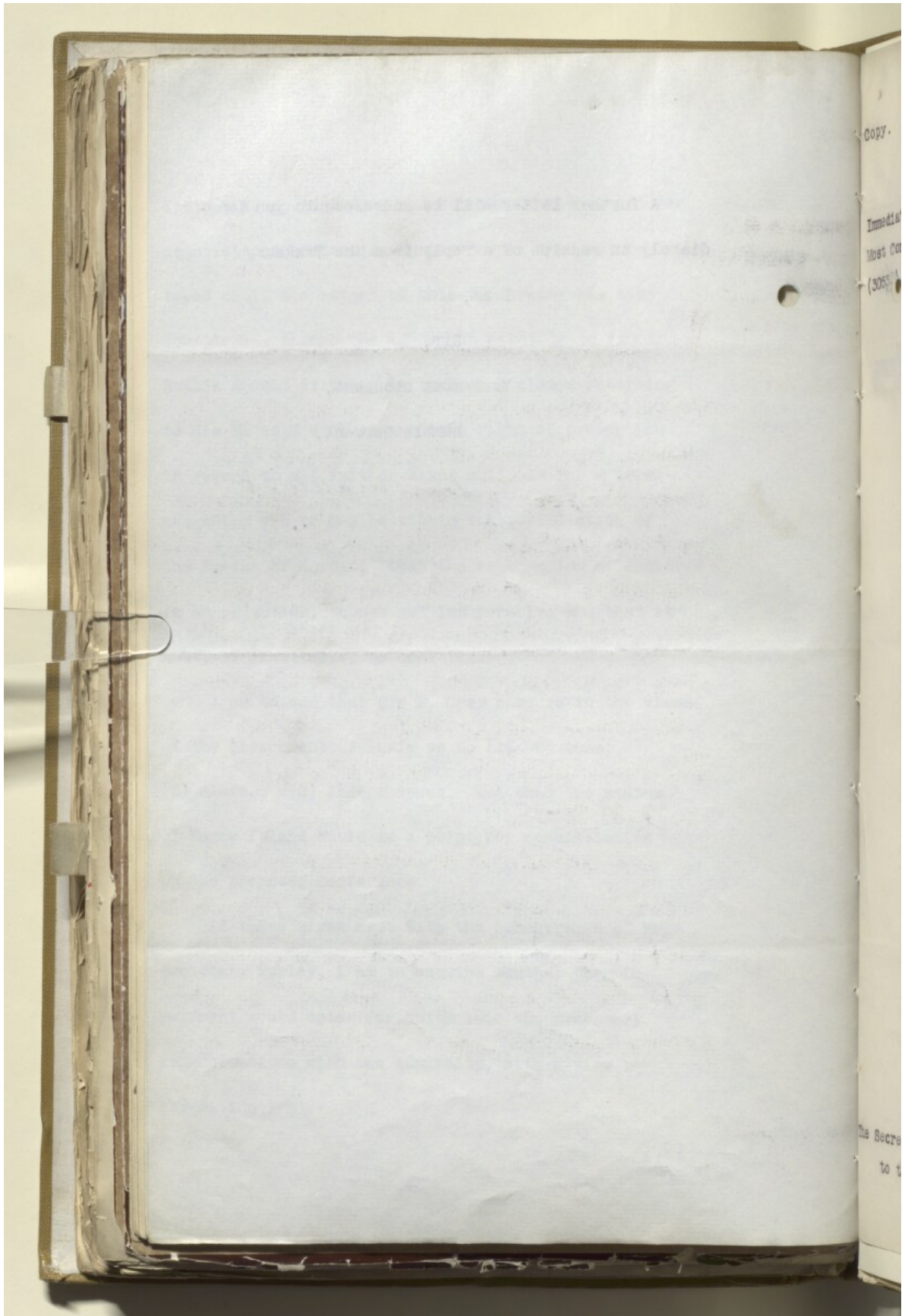


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٠٦] (٢٩٤/١٦٩)



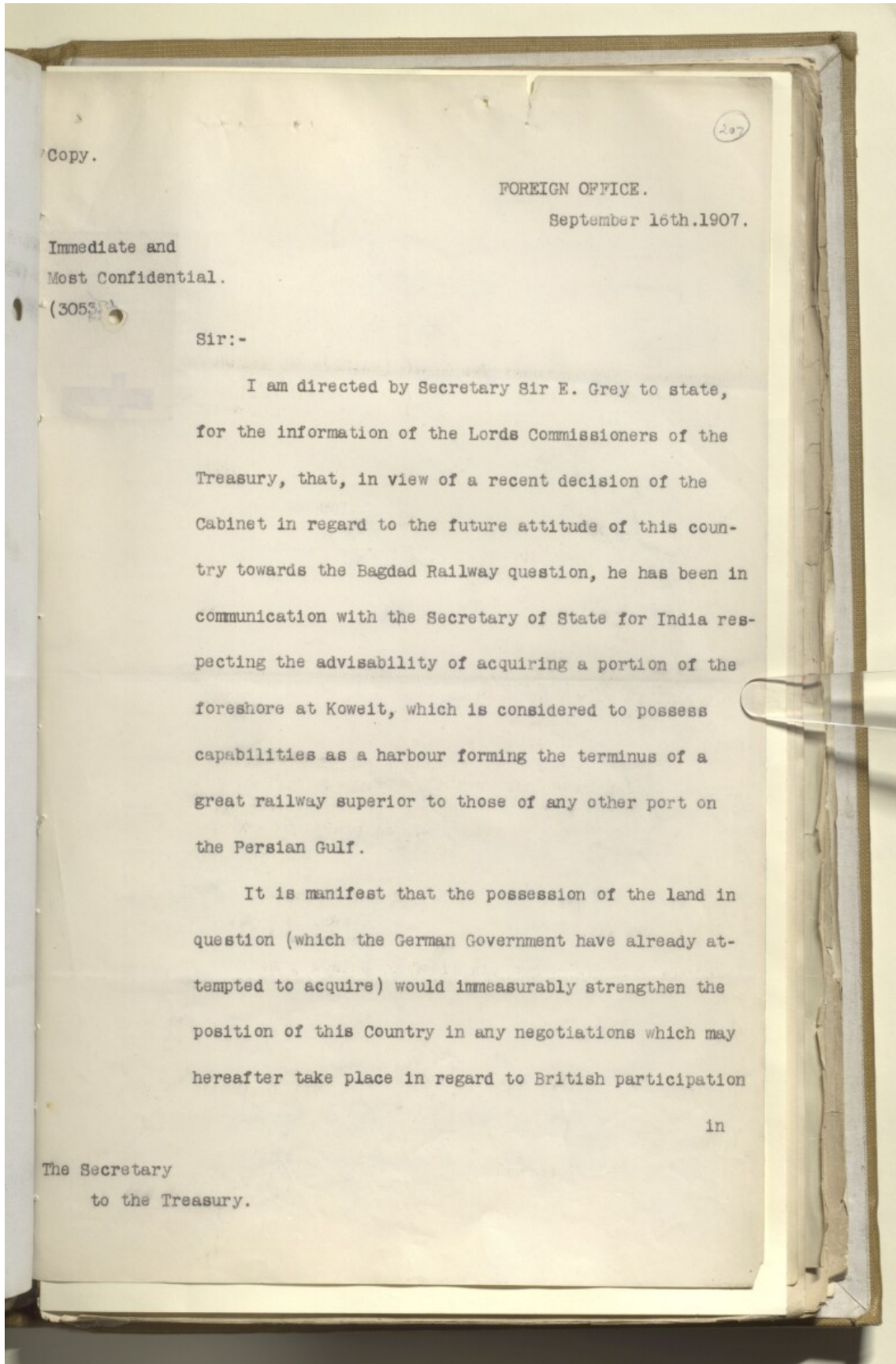


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٠٦ظ] (٢٩٤/١٧٠)



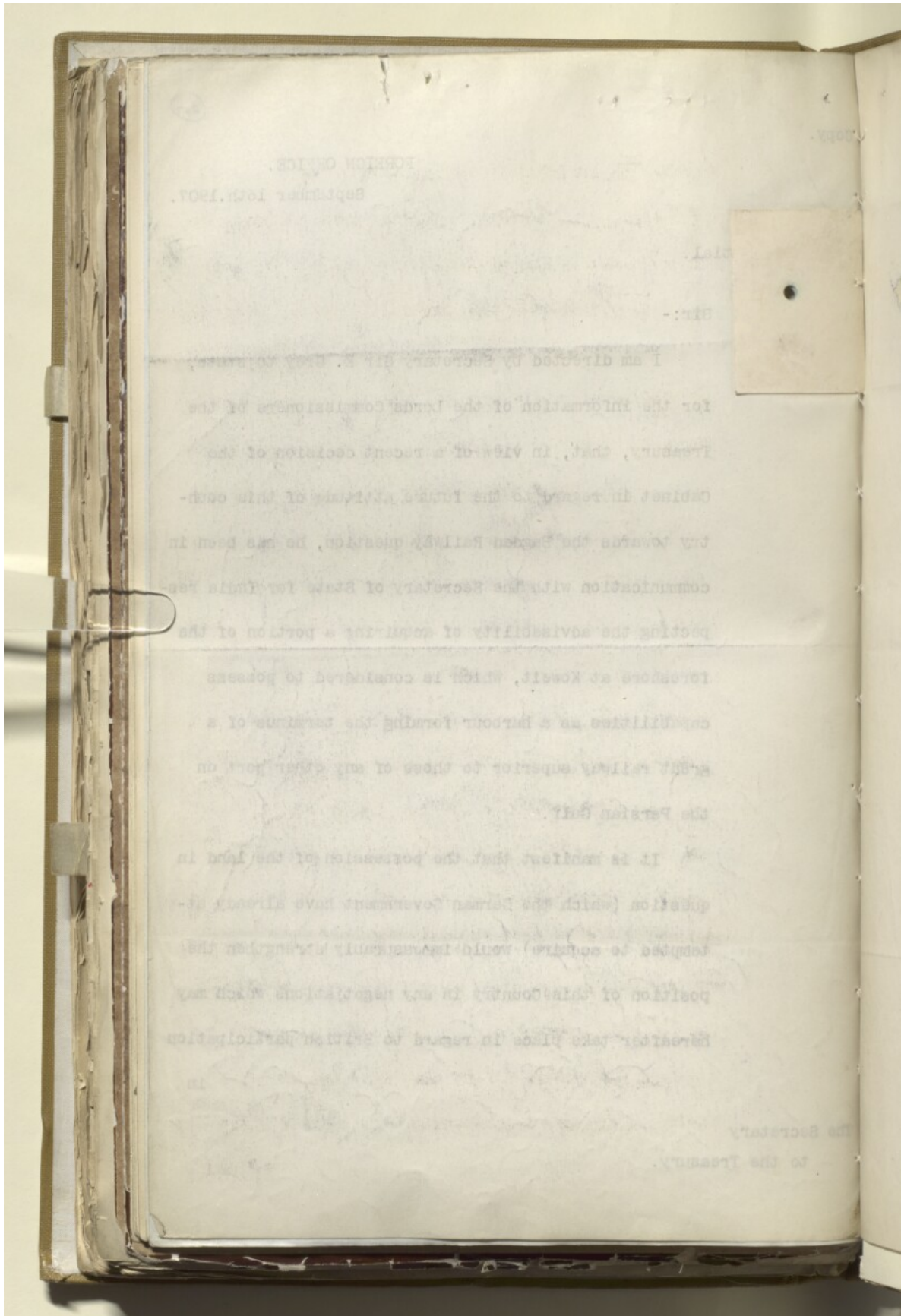


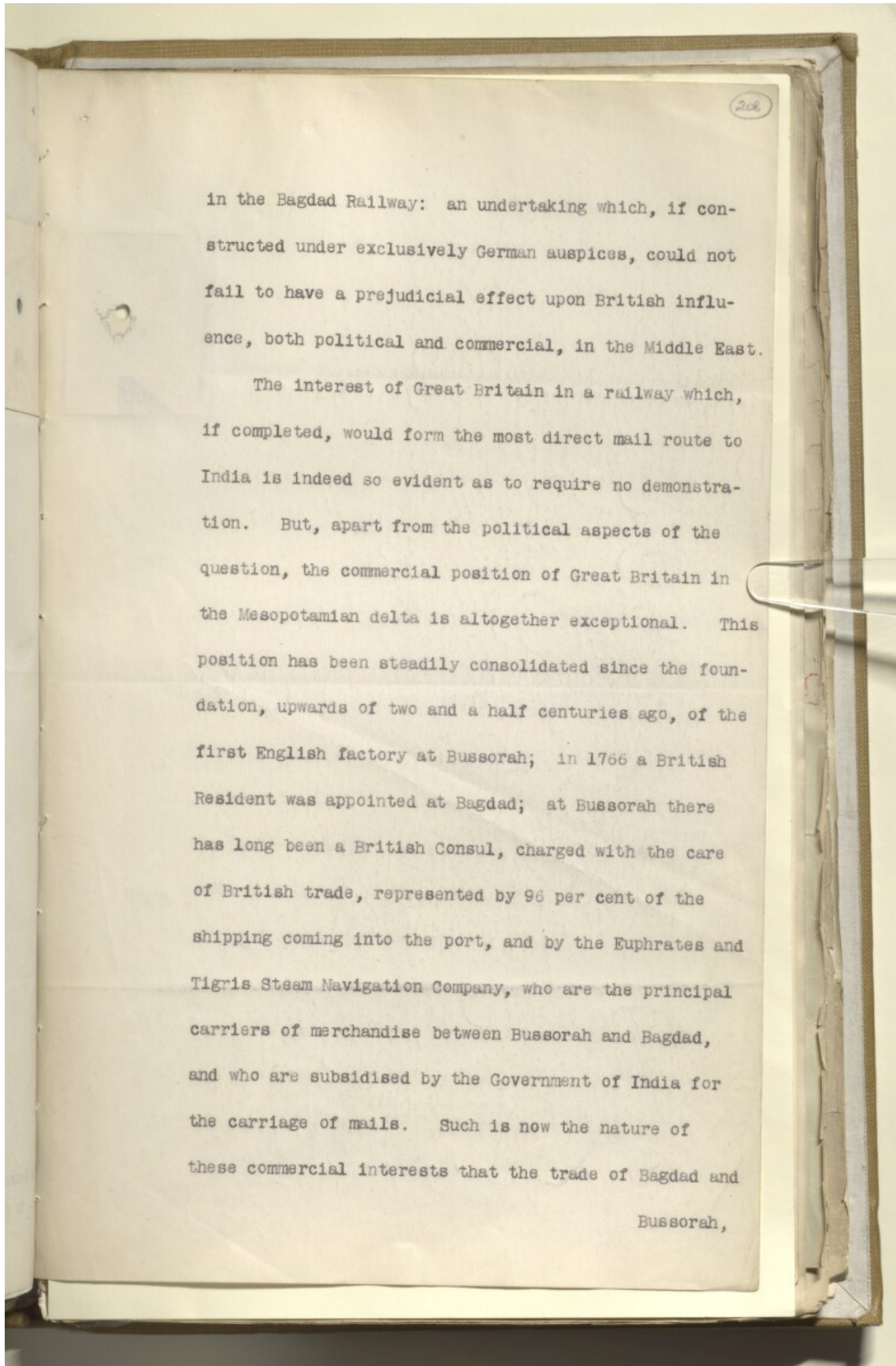
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٠٧و] (٢٩٤/١٧١)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٠٧ظ] (٢٩٤/١٧٢)



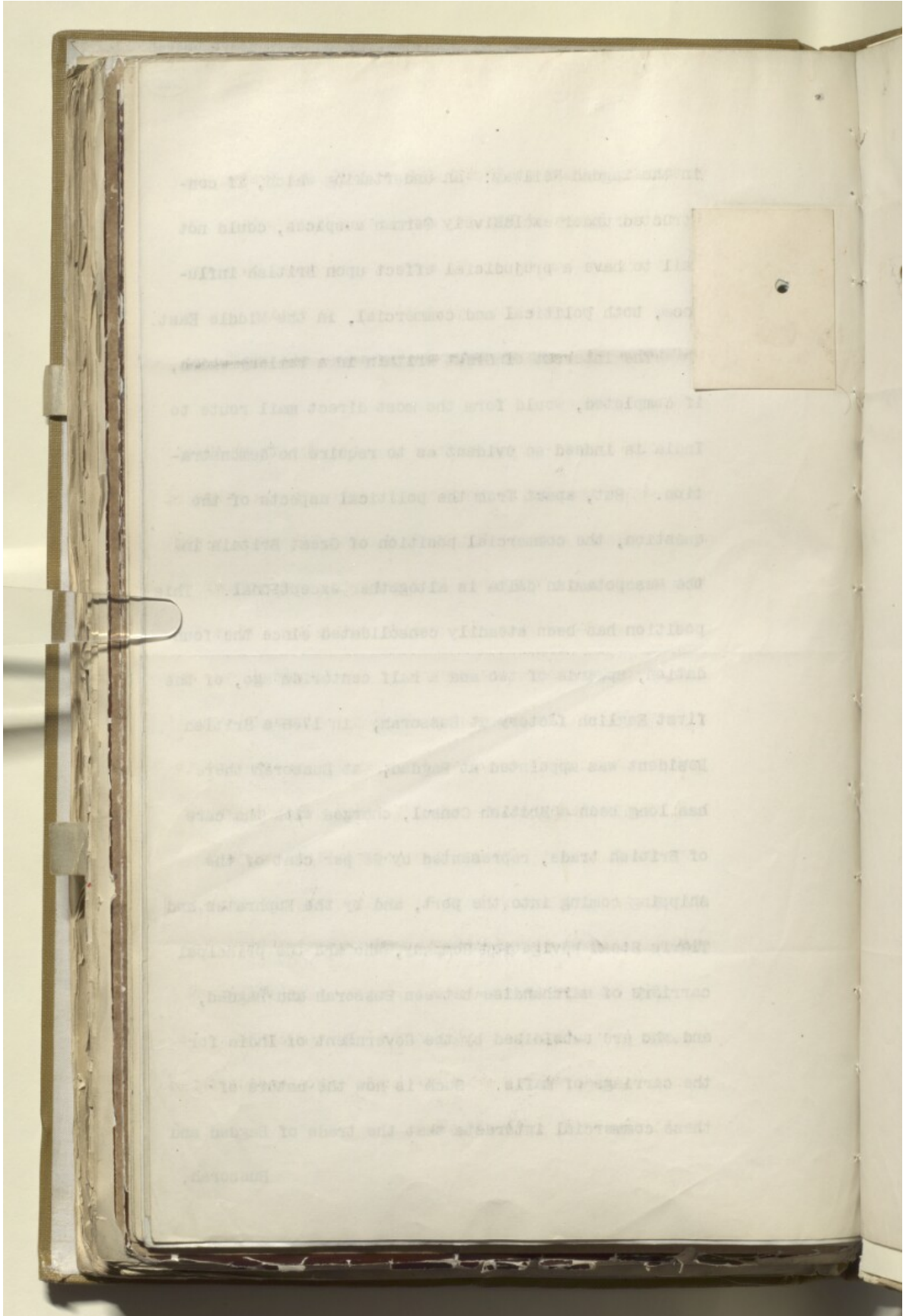


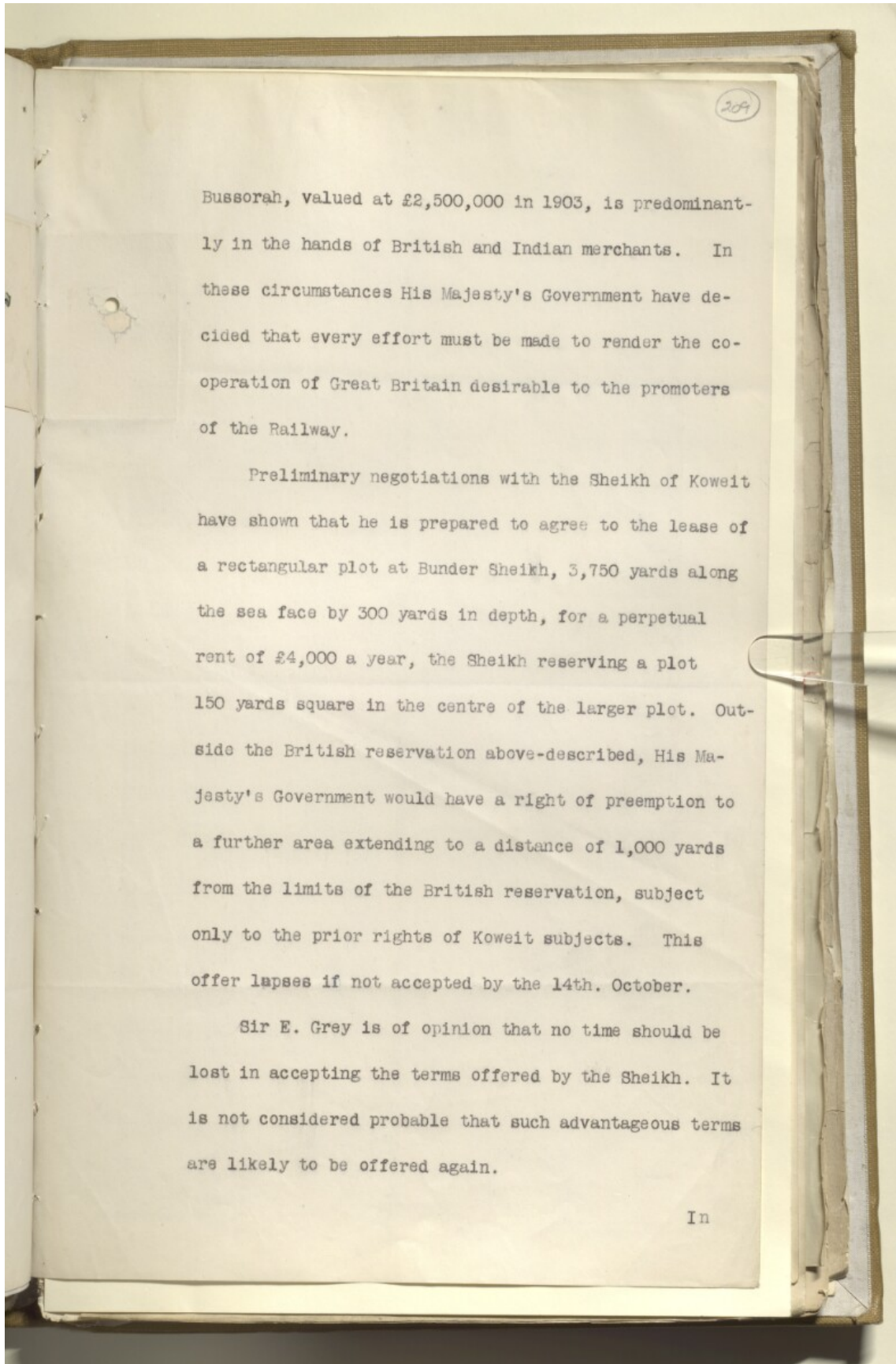
in the Bagdad Railway: an undertaking which, if constructed under exclusively German auspices, could not fail to have a prejudicial effect upon British influence, both political and commercial, in the Middle East.

The interest of Great Britain in a railway which, if completed, would form the most direct mail route to India is indeed so evident as to require no demonstration. But, apart from the political aspects of the question, the commercial position of Great Britain in the Mesopotamian delta is altogether exceptional. This position has been steadily consolidated since the foundation, upwards of two and a half centuries ago, of the first English factory at Bussorah; in 1766 a British Resident was appointed at Bagdad; at Bussorah there has long been a British Consul, charged with the care of British trade, represented by 96 per cent of the shipping coming into the port, and by the Euphrates and Tigris Steam Navigation Company, who are the principal carriers of merchandise between Bussorah and Bagdad, and who are subsidised by the Government of India for the carriage of mails. Such is now the nature of these commercial interests that the trade of Bagdad and Bussorah,



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٠٨ظ] (٢٩٤/١٧٤)





Bussorah, valued at £2,500,000 in 1903, is predominant-
ly in the hands of British and Indian merchants. In
these circumstances His Majesty's Government have de-
cided that every effort must be made to render the co-
operation of Great Britain desirable to the promoters
of the Railway.

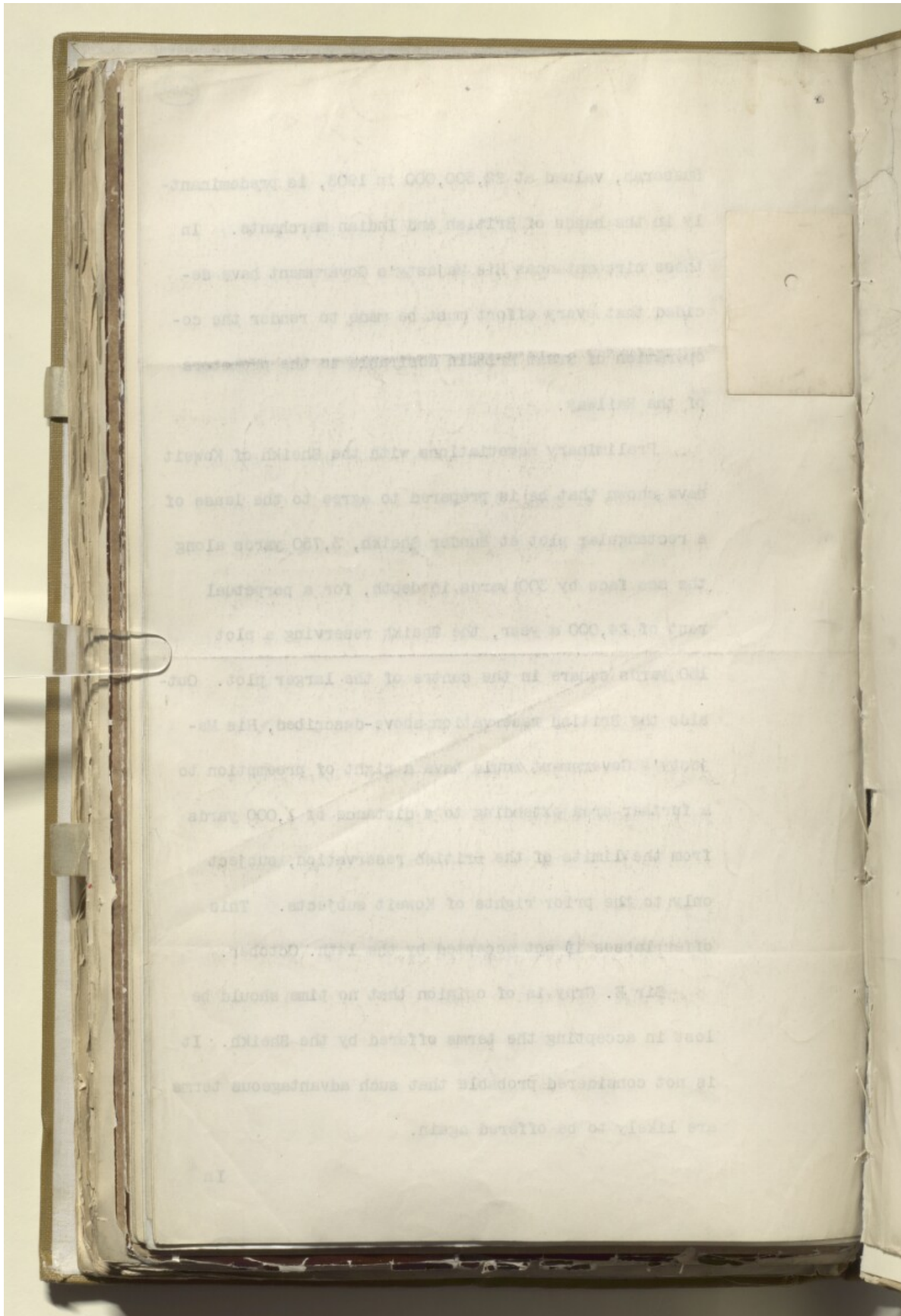
Preliminary negotiations with the Sheikh of Koweit
have shown that he is prepared to agree to the lease of
a rectangular plot at Bunder Sheikh, 3,750 yards along
the sea face by 300 yards in depth, for a perpetual
rent of £4,000 a year, the Sheikh reserving a plot
150 yards square in the centre of the larger plot. Out-
side the British reservation above-described, His Ma-
jesty's Government would have a right of preemption to
a further area extending to a distance of 1,000 yards
from the limits of the British reservation, subject
only to the prior rights of Koweit subjects. This
offer lapses if not accepted by the 14th. October.

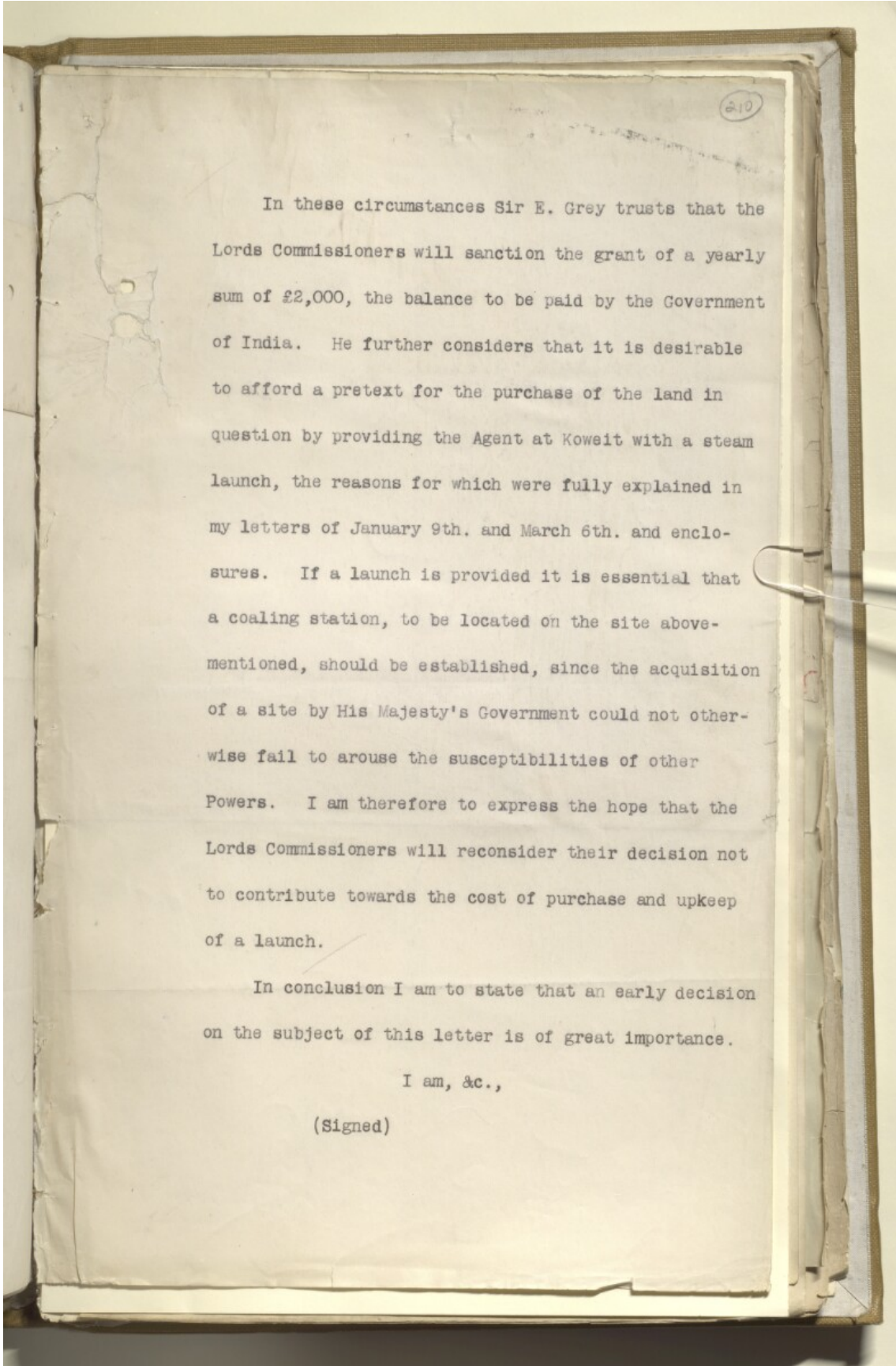
Sir E. Grey is of opinion that no time should be
lost in accepting the terms offered by the Sheikh. It
is not considered probable that such advantageous terms
are likely to be offered again.

In



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٠٩ظ] (٢٩٤/١٧٦)





In these circumstances Sir E. Grey trusts that the Lords Commissioners will sanction the grant of a yearly sum of £2,000, the balance to be paid by the Government of India. He further considers that it is desirable to afford a pretext for the purchase of the land in question by providing the Agent at Koweit with a steam launch, the reasons for which were fully explained in my letters of January 9th. and March 6th. and enclosures. If a launch is provided it is essential that a coaling station, to be located on the site above-mentioned, should be established, since the acquisition of a site by His Majesty's Government could not otherwise fail to arouse the susceptibilities of other Powers. I am therefore to express the hope that the Lords Commissioners will reconsider their decision not to contribute towards the cost of purchase and upkeep of a launch.

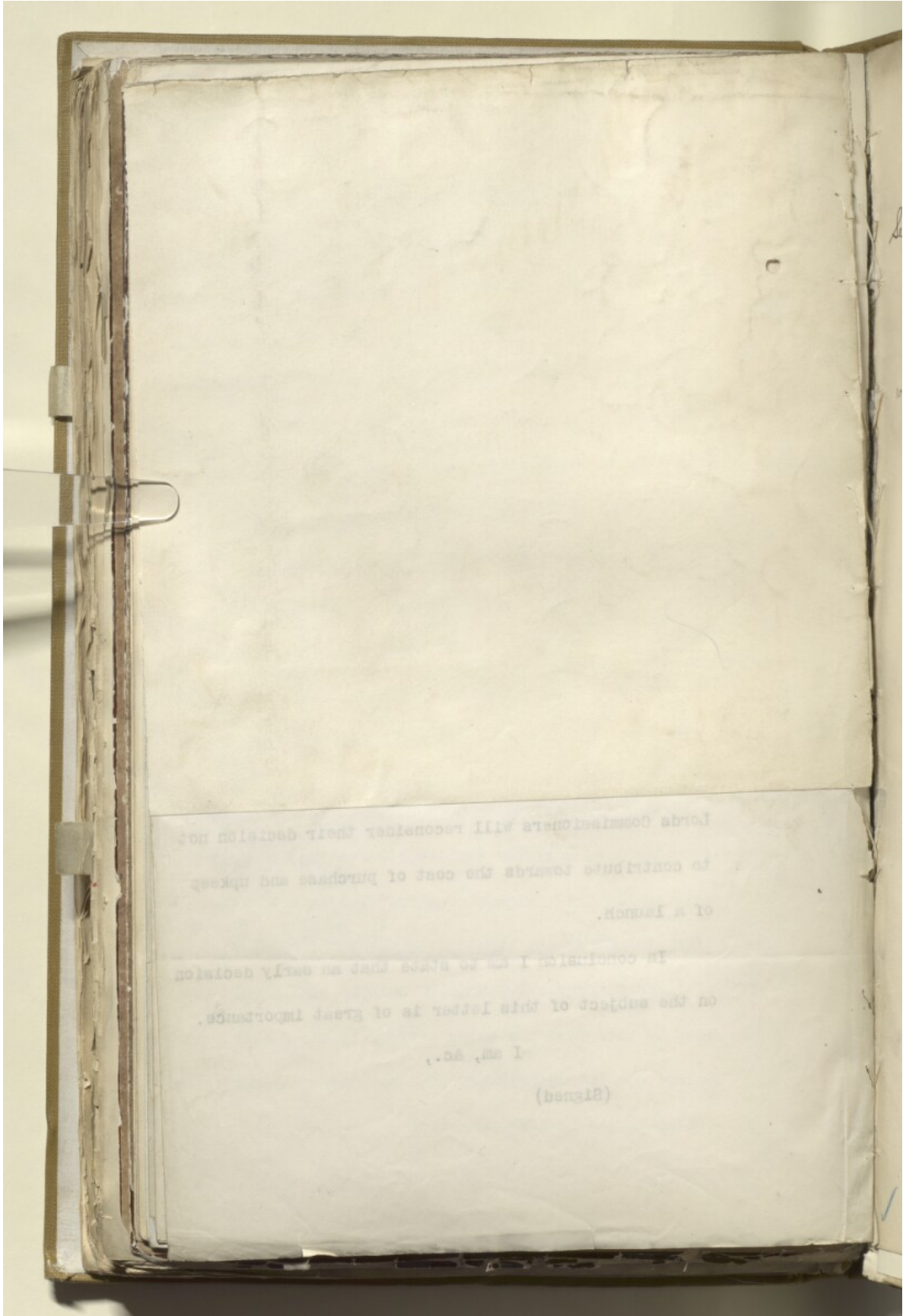
In conclusion I am to state that an early decision on the subject of this letter is of great importance.

I am, &c.,

(Signed)



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[٢١٠ظ] (٢٩٤/١٧٨)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧." [٢١١و] (٢٩٤/١٧٩)

(21)

Register No. **1568**

Minute Paper. **SECRET DEPARTMENT.**

Seq's Letter from *India, ho. 34 M.* Dated *22 Sept.* 1907.
Rec. *9 Sept.*

☐ Formally acknowledged

	Date.	Initials.	SUBJECT.
107 Under Secretary.....	<i>12 Sept.</i>	<i>JF</i>	<i>Persian Gulf.</i> <i>Major Knox's report of the terms on which the Sheikh of Kuwait is ready to grant us a plot of the Kuwait foreshore.</i>
Secretary of State			
Committee	<i>13</i>	<i>Y.</i>	
Under Secretary.....			
Secretary of State			

Copy to *20. 12/9/07.* *Copy to Army 20/9/07 (3640)*

For information.

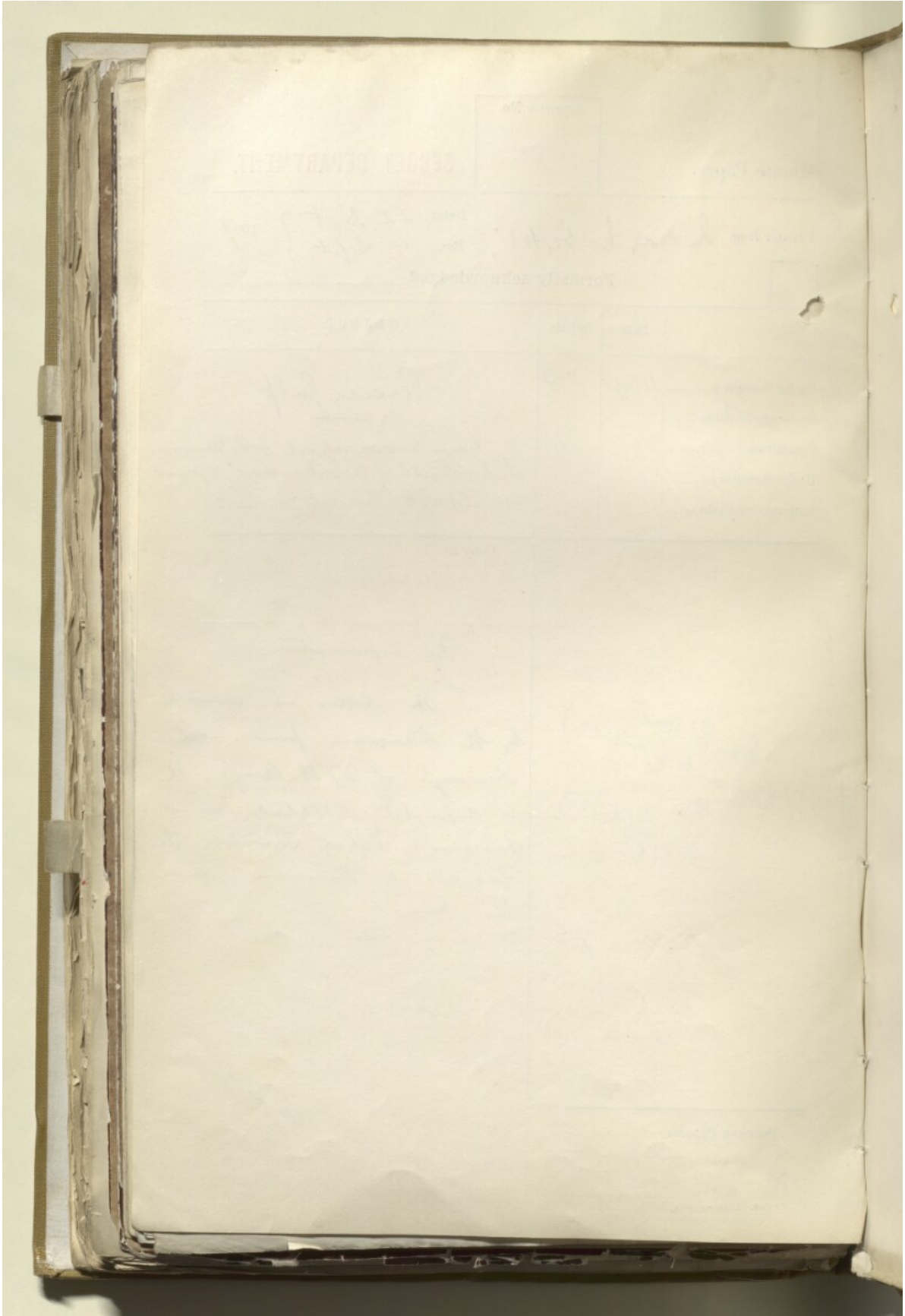
The letter is covered by the telegram from the Ministry of 27th Aug. It is definitely stated in it however, that Sheikh J.-land & Kuwait are the same.

Decr. Pol. Comtee. (Circ'd to L. omnee) with 3640. 22 Sept. 1907.

Previous Papers:—
1478 1545-6
1549
Y 12568. 1000.—4/1907. L. 575.

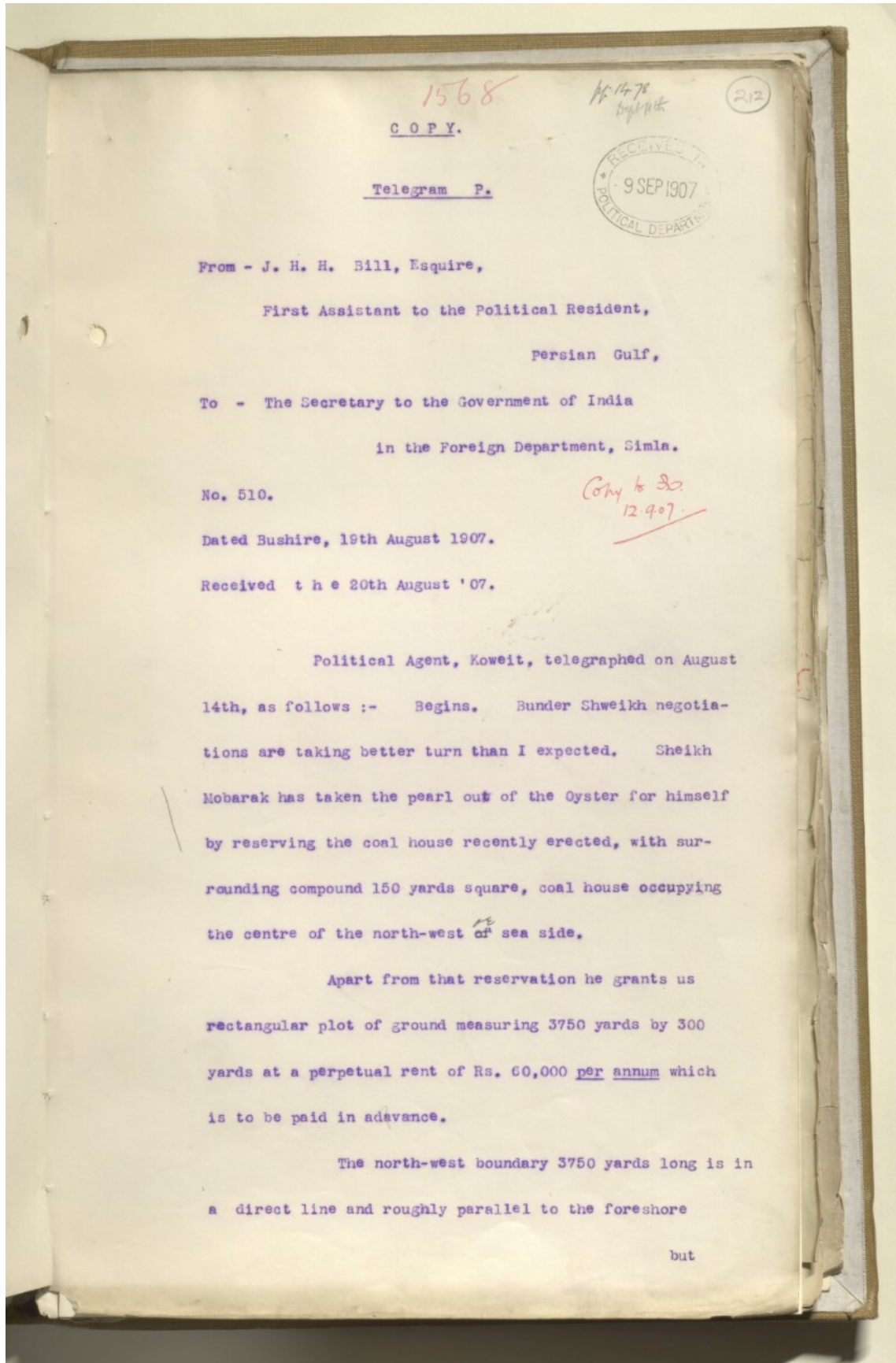


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢١١ظ] (٢٩٤/١٨٠)



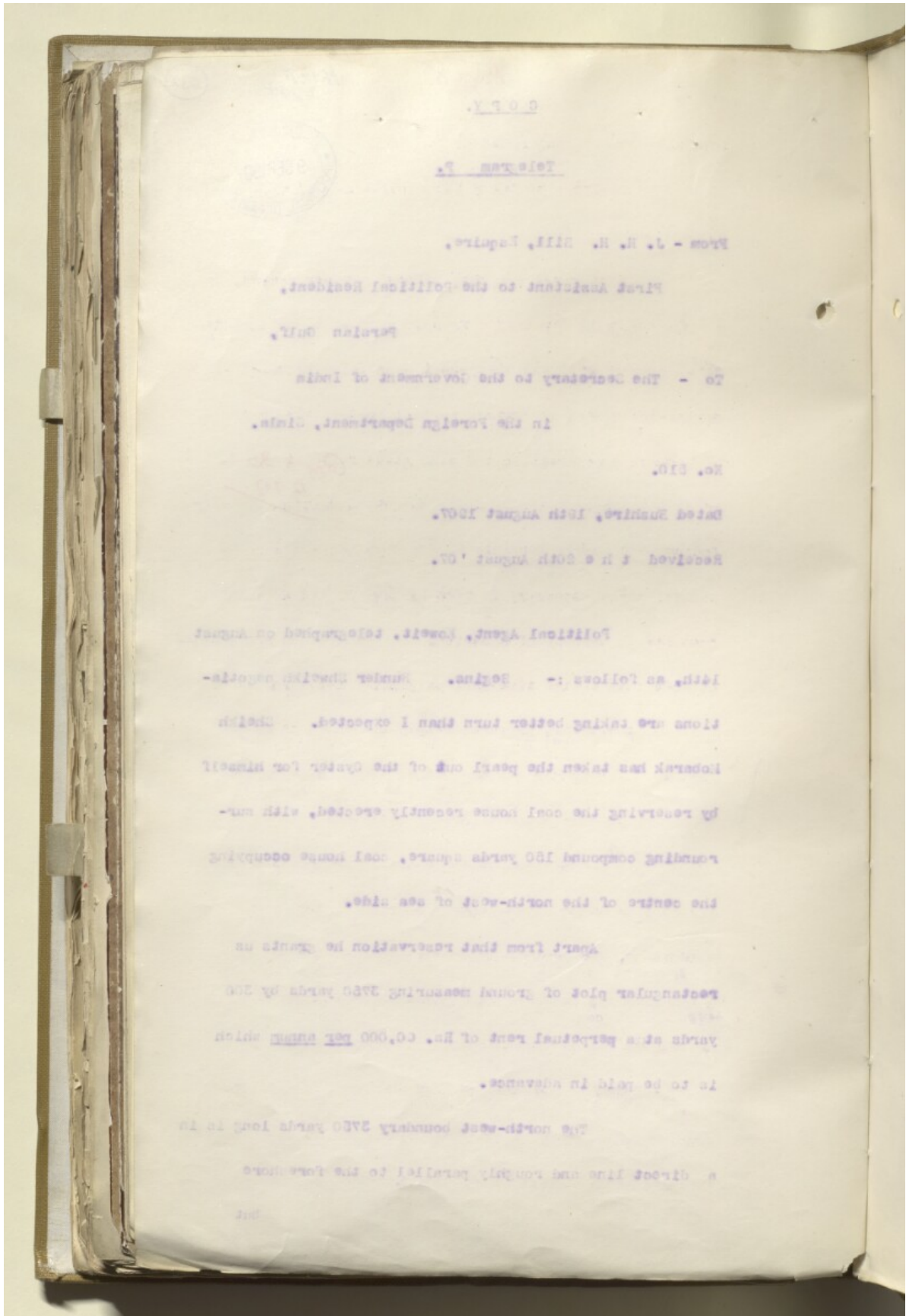


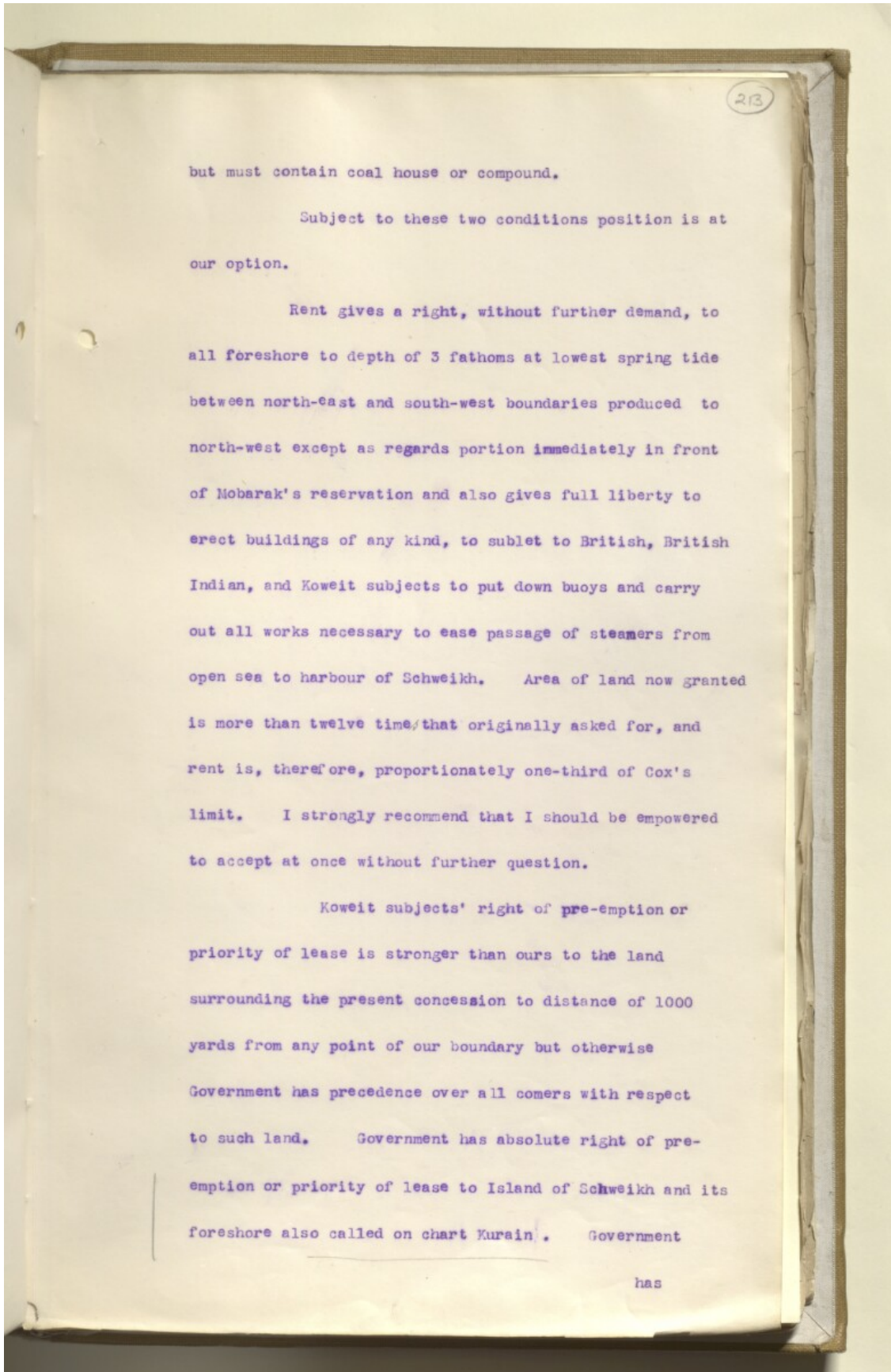
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢١٢و] (٢٩٤/١٨١)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧." [٢١٢ظ] (٢٩٤/١٨٢)





but must contain coal house or compound.

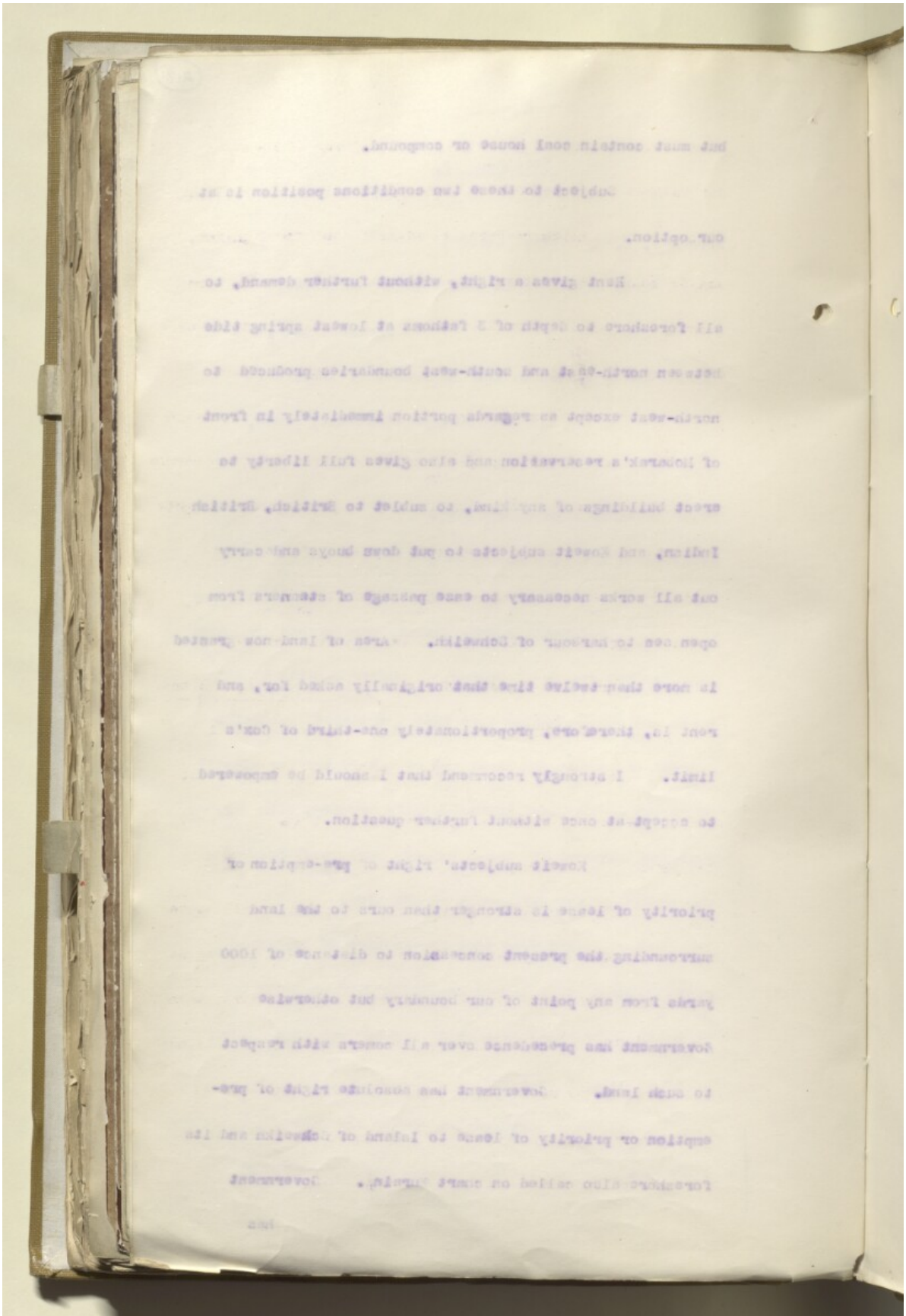
Subject to these two conditions position is at our option.

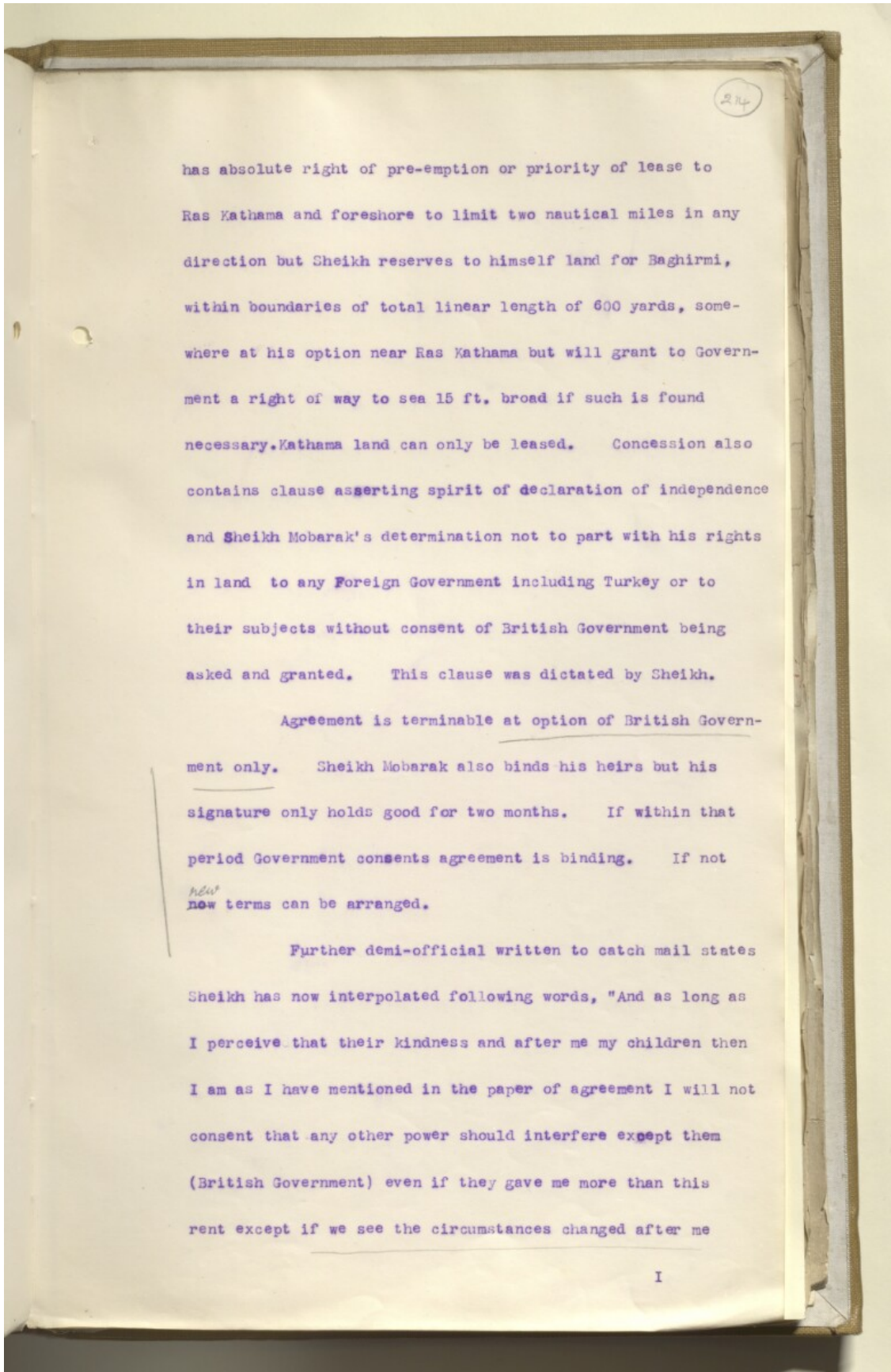
Rent gives a right, without further demand, to all foreshore to depth of 3 fathoms at lowest spring tide between north-east and south-west boundaries produced to north-west except as regards portion immediately in front of Mobarak's reservation and also gives full liberty to erect buildings of any kind, to sublet to British, British Indian, and Koweit subjects to put down buoys and carry out all works necessary to ease passage of steamers from open sea to harbour of Schweikh. Area of land now granted is more than twelve times that originally asked for, and rent is, therefore, proportionately one-third of Cox's limit. I strongly recommend that I should be empowered to accept at once without further question.

Koweit subjects' right of pre-emption or priority of lease is stronger than ours to the land surrounding the present concession to distance of 1000 yards from any point of our boundary but otherwise Government has precedence over all comers with respect to such land. Government has absolute right of pre-emption or priority of lease to Island of Schweikh and its foreshore also called on chart Kurain. Government has



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢١٣ظ] (٢٩٤/١٨٤)



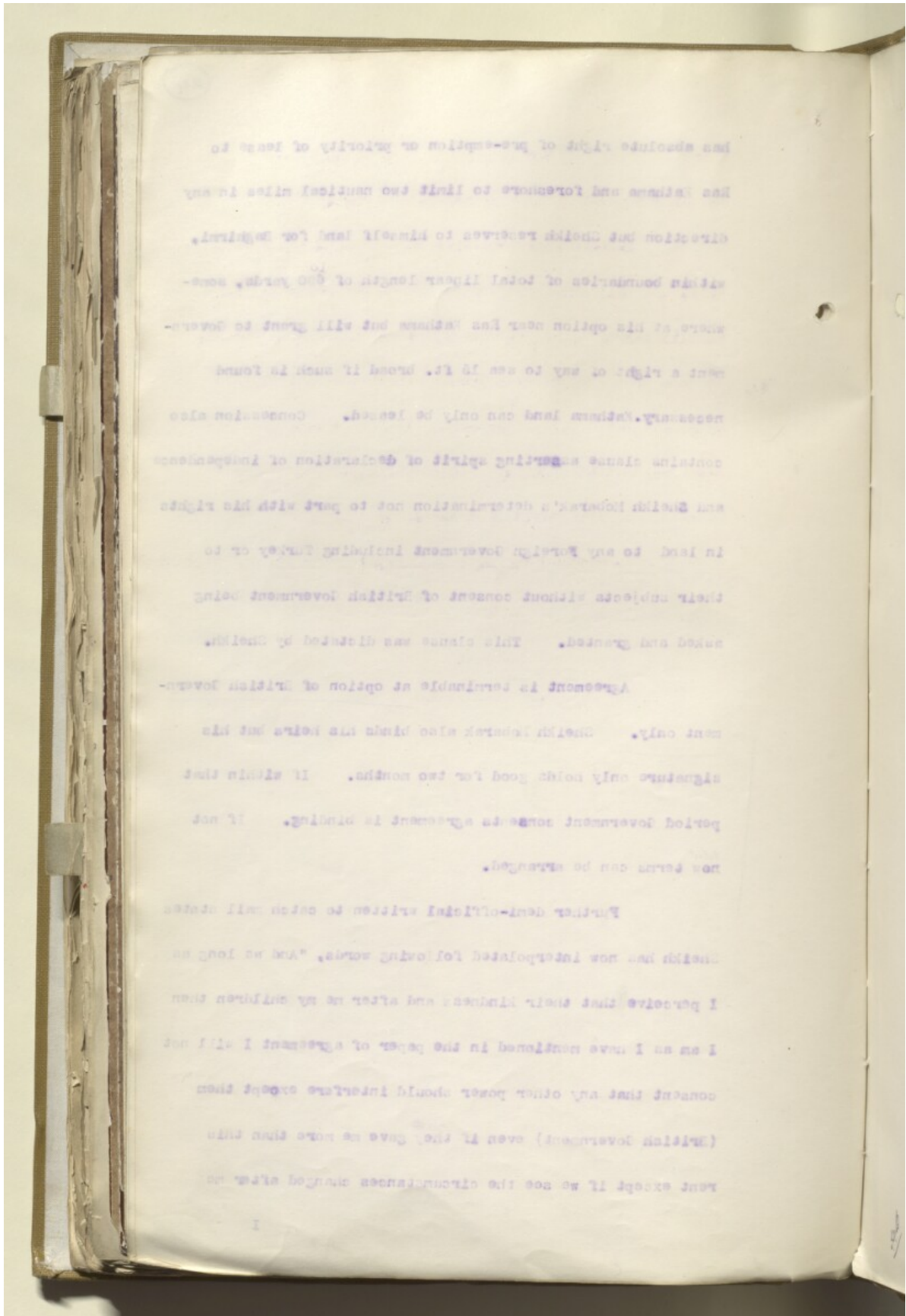


has absolute right of pre-emption or priority of lease to Ras Kathama and foreshore to limit two nautical miles in any direction but Sheikh reserves to himself land for Baghirmi, within boundaries of total linear length of 600 yards, somewhere at his option near Ras Kathama but will grant to Government a right of way to sea 15 ft. broad if such is found necessary. Kathama land can only be leased. Concession also contains clause asserting spirit of declaration of independence and Sheikh Mobarak's determination not to part with his rights in land to any Foreign Government including Turkey or to their subjects without consent of British Government being asked and granted. This clause was dictated by Sheikh.

Agreement is terminable at option of British Government only. Sheikh Mobarak also binds his heirs but his signature only holds good for two months. If within that period Government consents agreement is binding. If not ^{now} terms can be arranged.

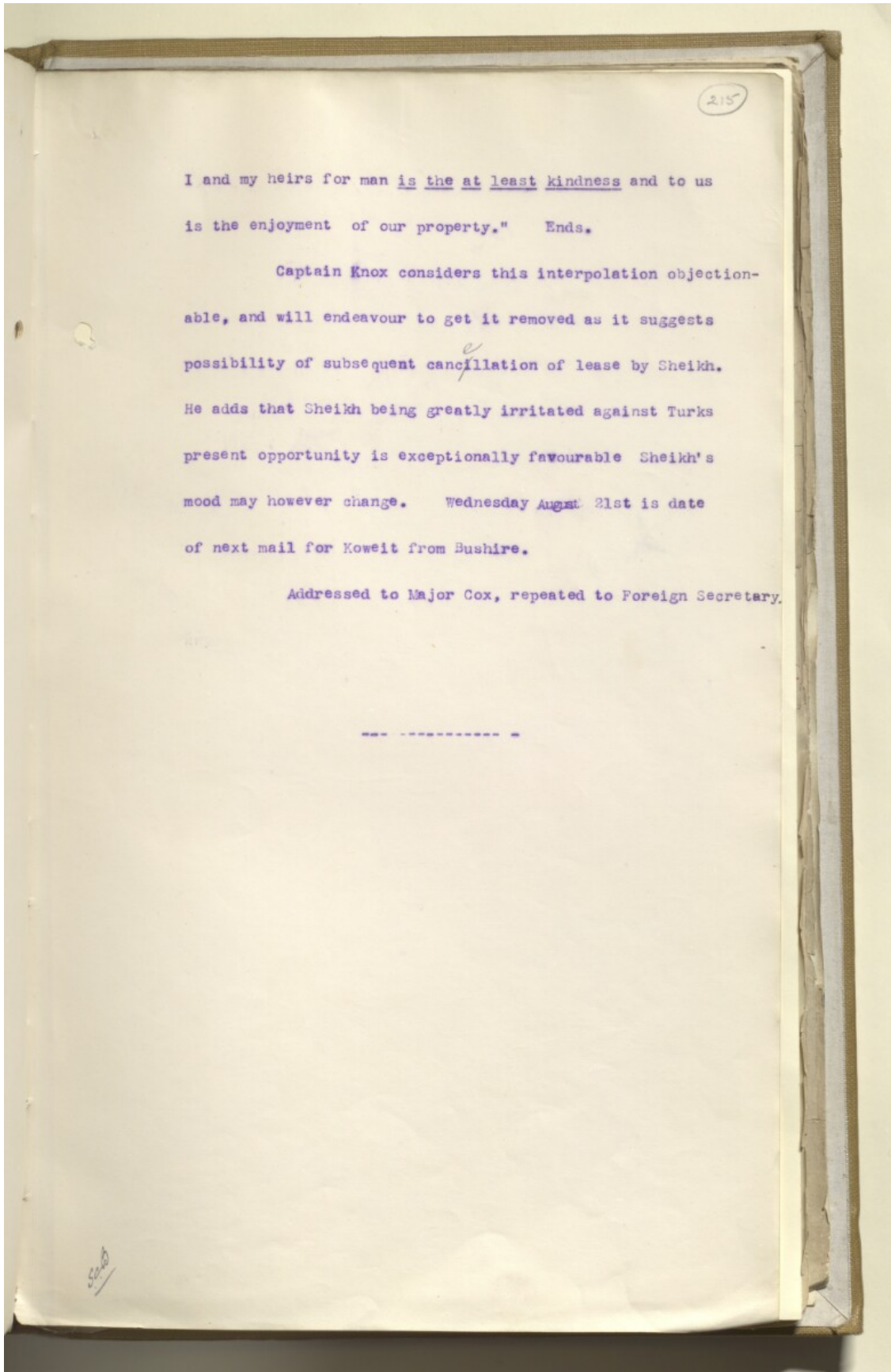
Further demi-official written to catch mail states Sheikh has now interpolated following words, "And as long as I perceive that their kindness and after me my children then I am as I have mentioned in the paper of agreement I will not consent that any other power should interfere except them (British Government) even if they gave me more than this rent except if we see the circumstances changed after me

I





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢١٥و] (٢٩٤/١٨٧)



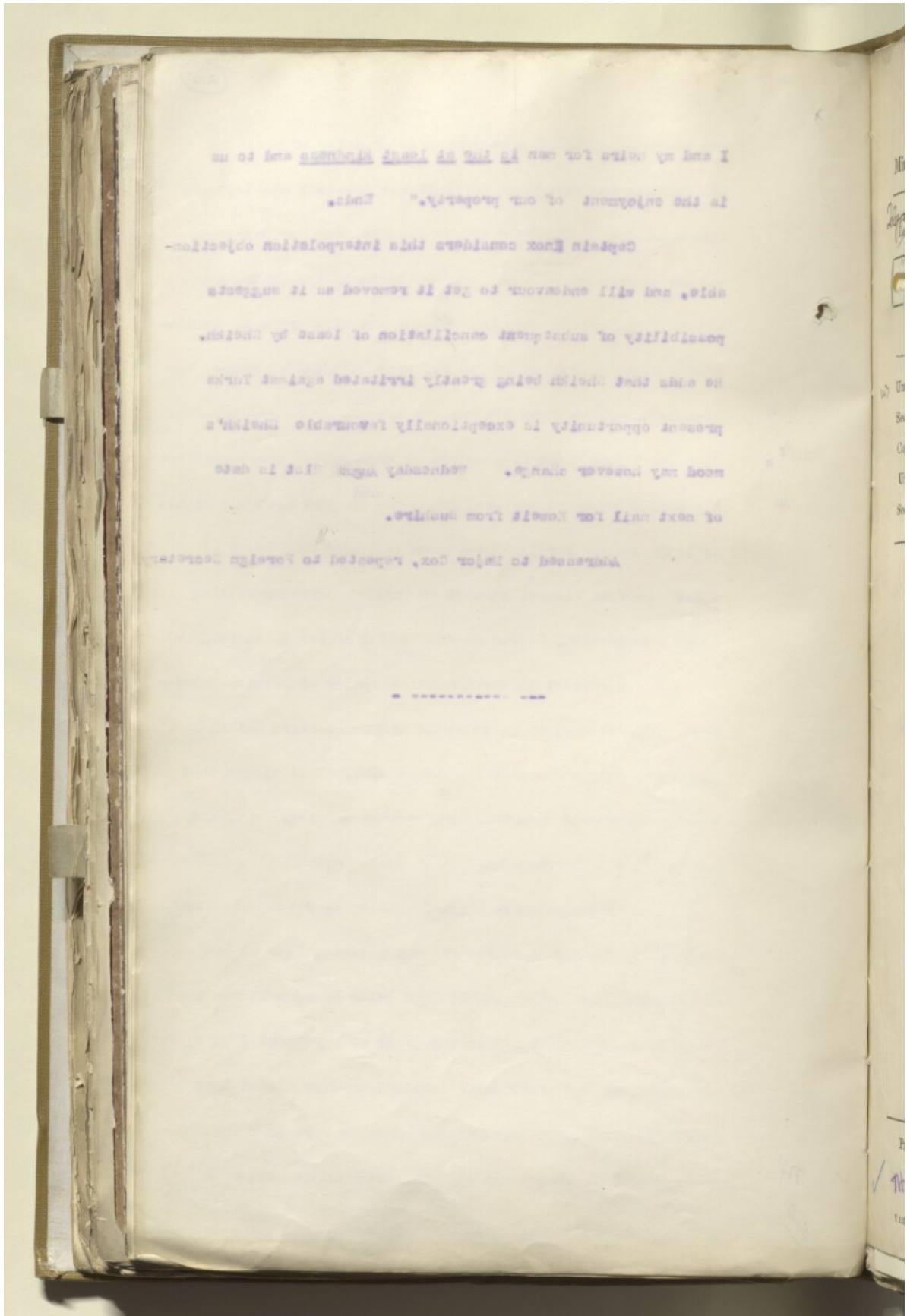
I and my heirs for man is the at least kindness and to us
is the enjoyment of our property." Ends.

Captain Knox considers this interpolation objection-
able, and will endeavour to get it removed as it suggests
possibility of subsequent cancell^eation of lease by Sheikh.
He adds that Sheikh being greatly irritated against Turks
present opportunity is exceptionally favourable Sheikh's
mood may however change. Wednesday August 21st is date
of next mail for Koweit from Bushire.

Addressed to Major Cox, repeated to Foreign Secretary.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧." [٢١٥ظ] (٢٩٤/١٨٨)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢١٦و] [٢٩٤/١٨٩]

(216)

Register No.

Minute Paper.

SECRET DEPARTMENT.

Dated 27th Aug. 1907.
Rec. 28th Aug. 1907.

Formally acknowledged

S. J. Letter from India No 33/14, 15 Aug. Rec. 2 Sept. (1524)

	Date.	Initials.	SUBJECT.
Under Secretary.....	6 Sept.	J. J. F.	Persian full.
Secretary of State			
Committee	7	C. J.	Terms on which Sheikh of Kuwait
Under Secretary.....	10	J. J.	is ready to grant us plot of the Kuwait
Secretary of State			for shore.

Copy to

India (R. to 20) Copy to India
13 Sept. Sep. 27. 27/9/07 (216)

8 H. to 7.0.

The most useful map
to be consulted is the Chart
on 340 (green ship).
The tracing on 1310
(green ship) gives Shweikh
on a large scale.

The expression 'Shweikh
Island' in the telegram seems
from reference to the former
to mean 'Kuwait Island' (the
only island shown), with
perhaps, the outlying reefs.

The political position
of Buzayan Island is
explained in the Press
on 1372
on 106

Previous Papers:—

✓ 7H 3347

Y 12368. 1000.—4/1907. L 575.

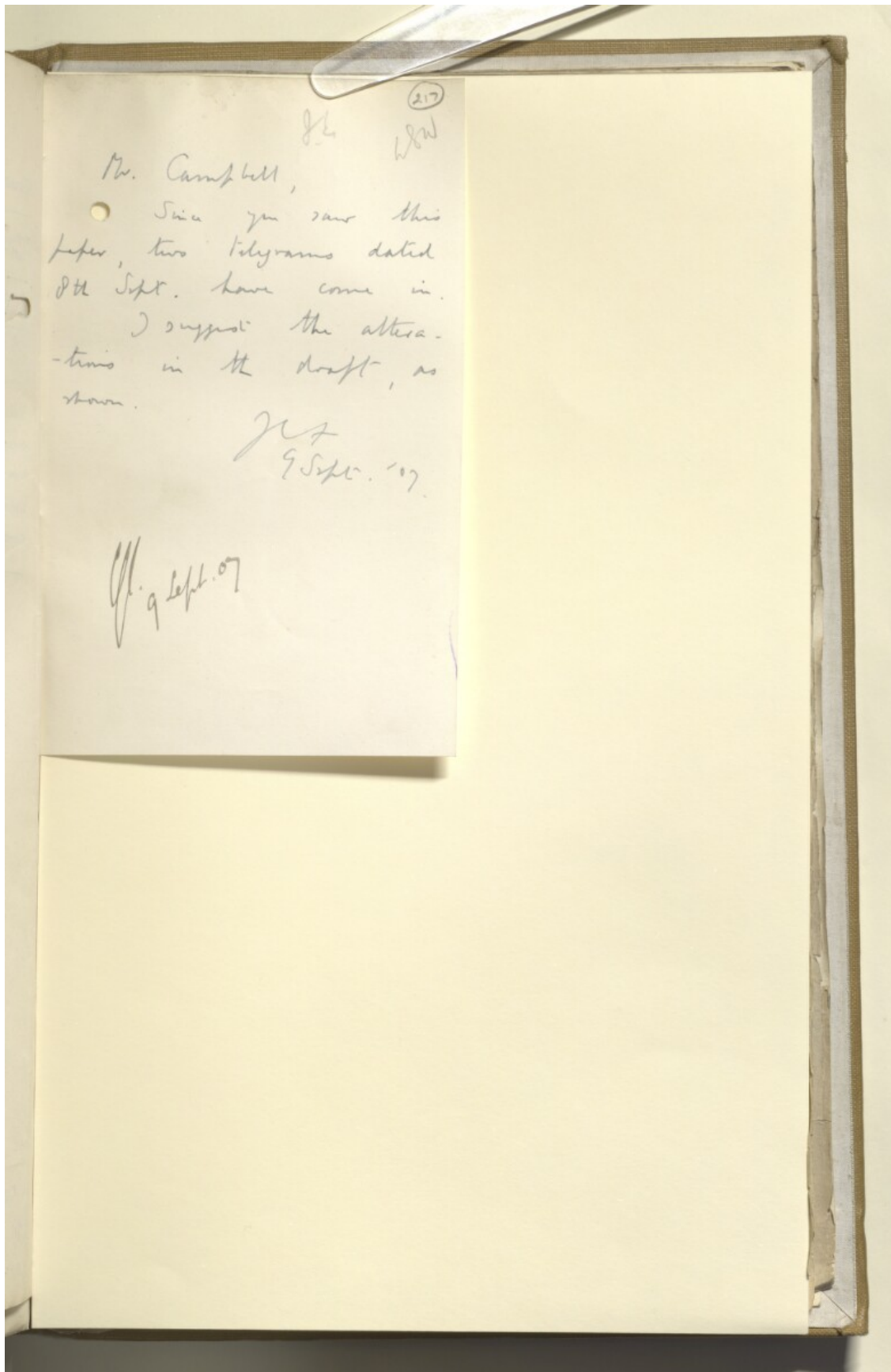


The letter of the Govt. of India of
2 Aug. '06, on which that Privy was
written, has not yet gone to the
F.O., but must apparently go now,
as it is referred to in this
telegram from the Govt. of India.

All the papers referred to
in the draft are flagged.

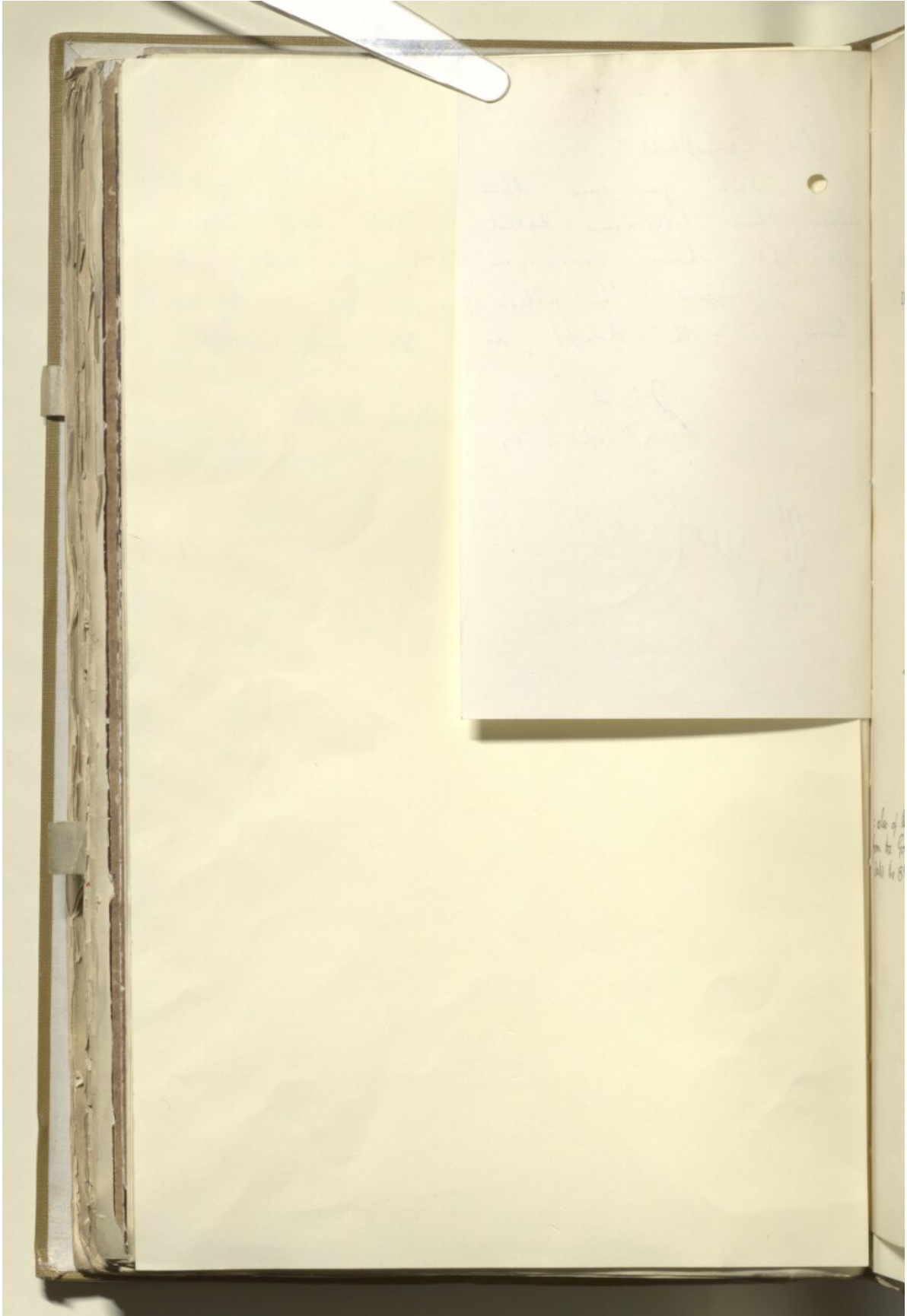


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢١٧و] (٢٩٤/١٩١)



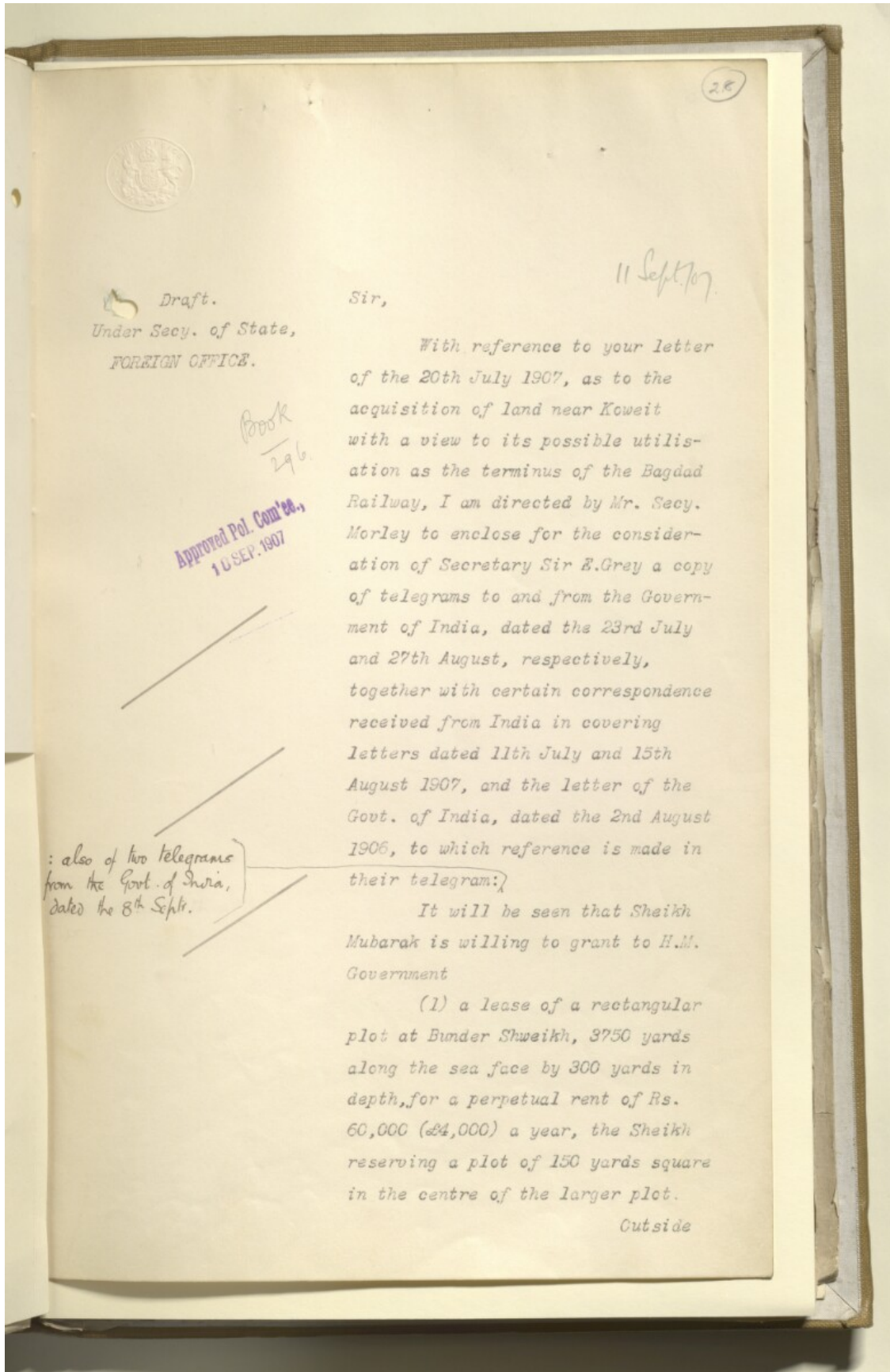


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢١٧ظ] (٢٩٤/١٩٢)



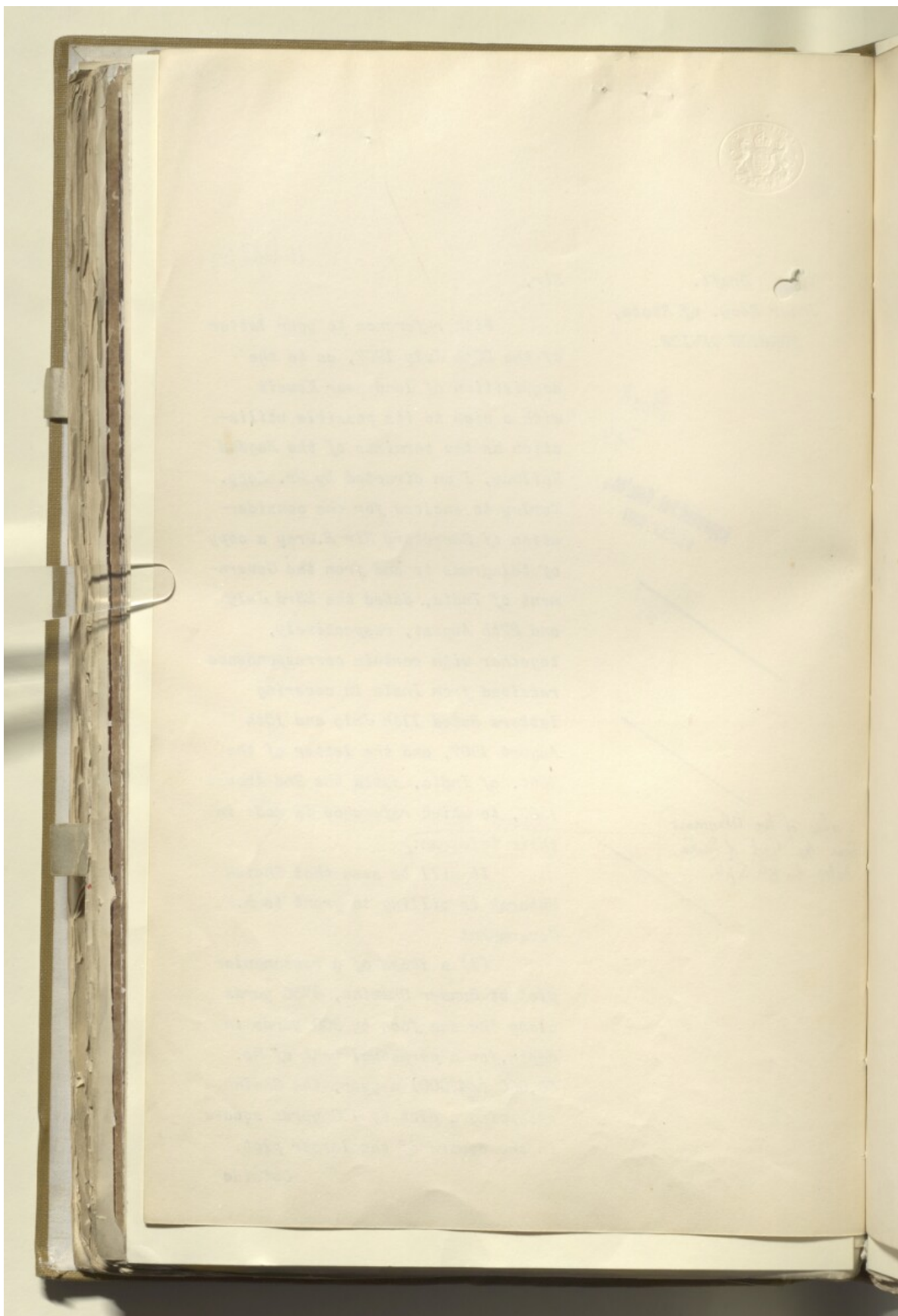


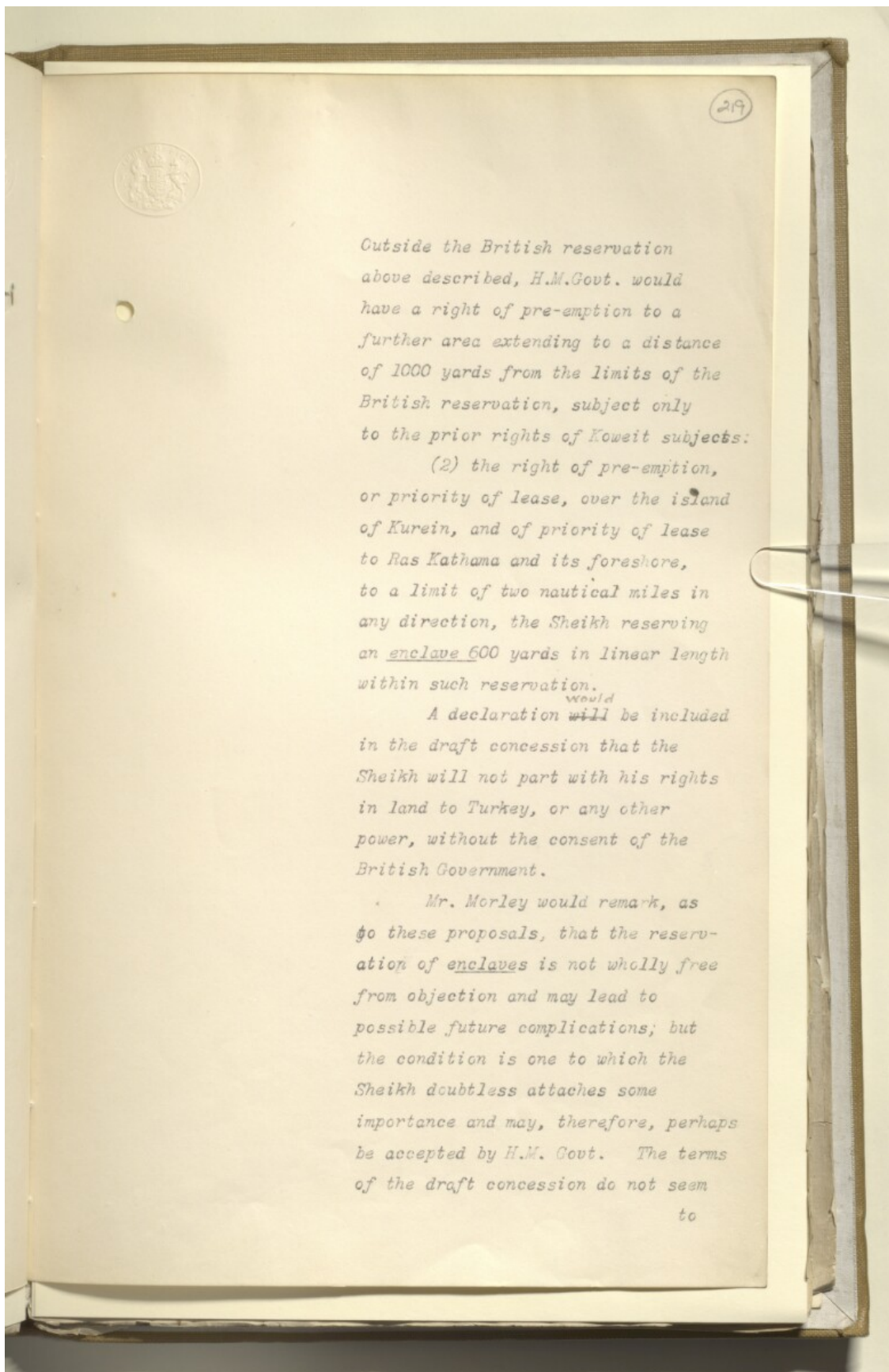
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[٢١٨و] (٢٩٤/١٩٣)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢١٨ظ] (٢٩٤/١٩٤)





219

Outside the British reservation above described, H.M.Govt. would have a right of pre-emption to a further area extending to a distance of 1000 yards from the limits of the British reservation, subject only to the prior rights of Koweit subjects:

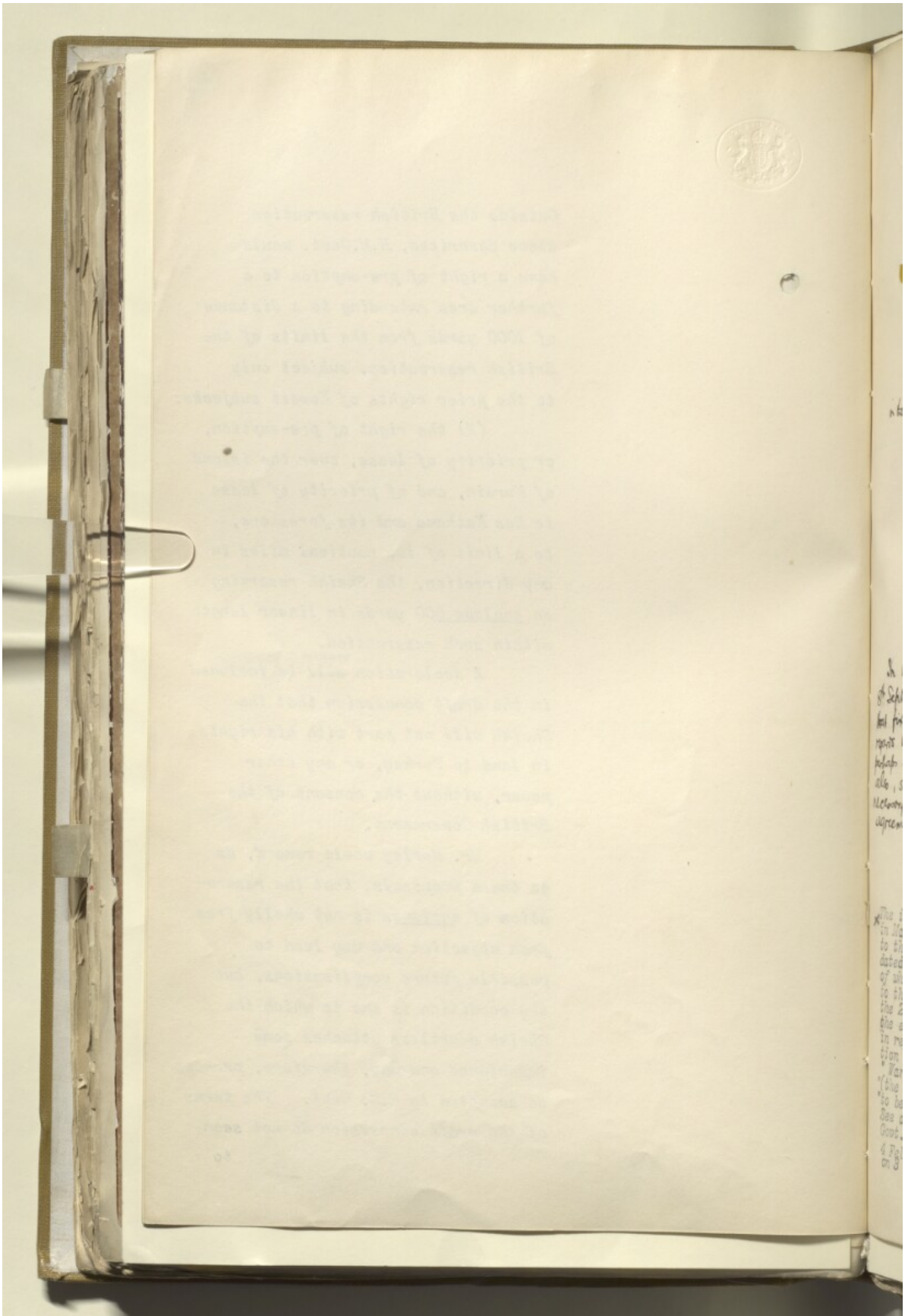
(2) the right of pre-emption, or priority of lease, over the island of Kurein, and of priority of lease to Ras Kathama and its foreshore, to a limit of two nautical miles in any direction, the Sheikh reserving an enclave 600 yards in linear length within such reservation.

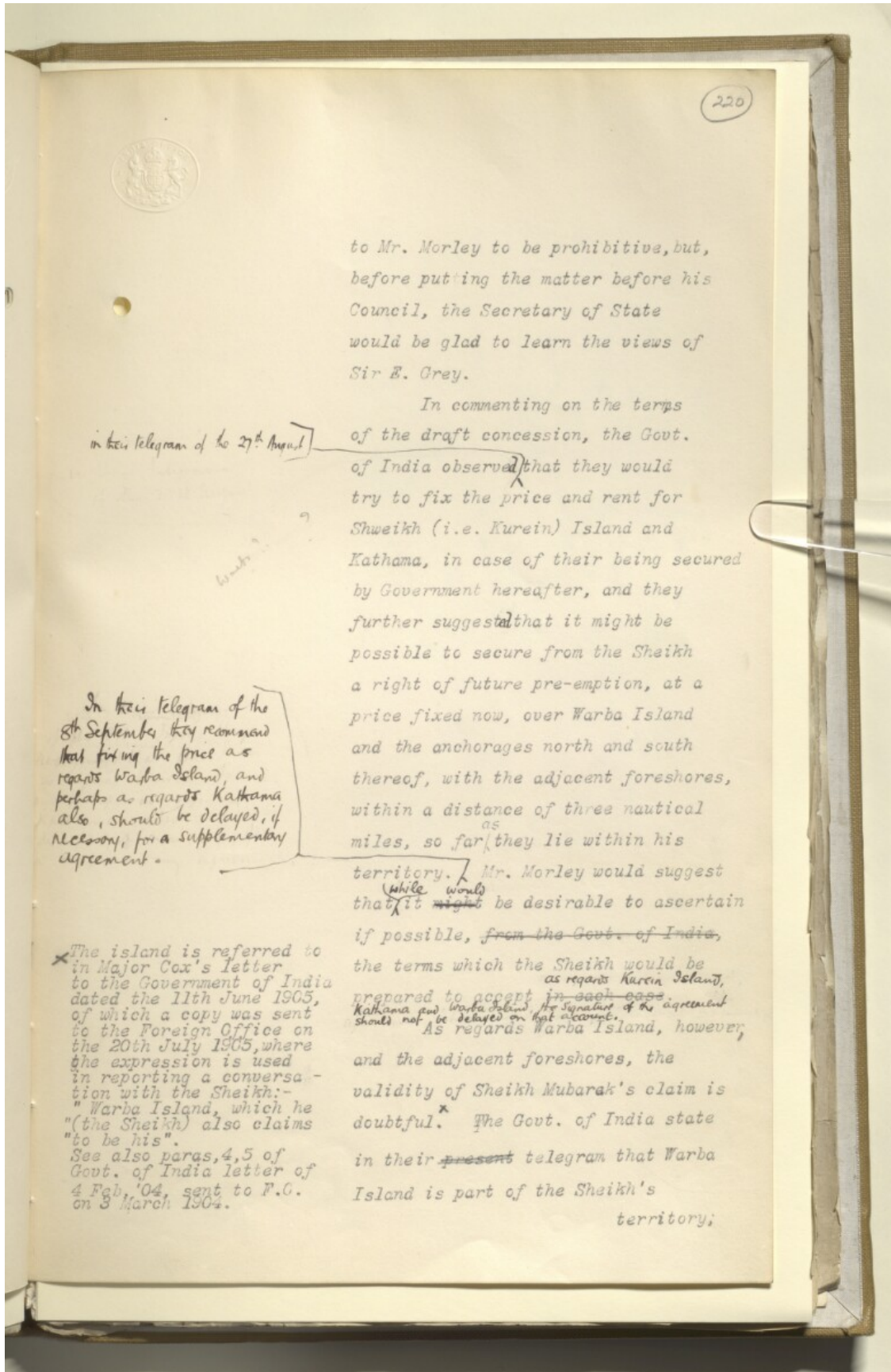
A declaration ^{would} be included in the draft concession that the Sheikh will not part with his rights in land to Turkey, or any other power, without the consent of the British Government.

Mr. Morley would remark, as to these proposals, that the reservation of enclaves is not wholly free from objection and may lead to possible future complications; but the condition is one to which the Sheikh doubtless attaches some importance and may, therefore, perhaps be accepted by H.M. Govt. The terms of the draft concession do not seem to



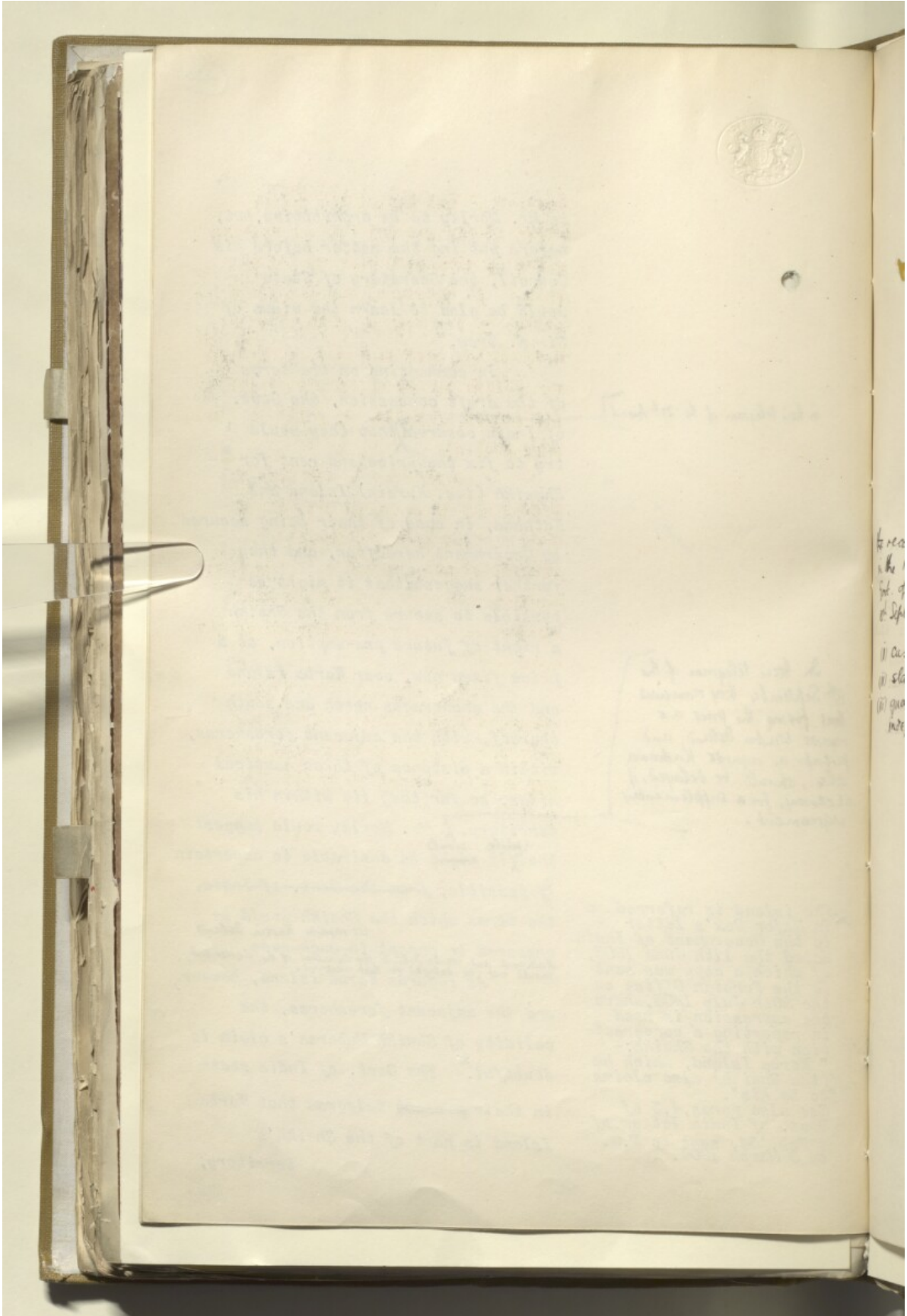
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. [٢١٩ظ] (٢٩٤/١٩٦)

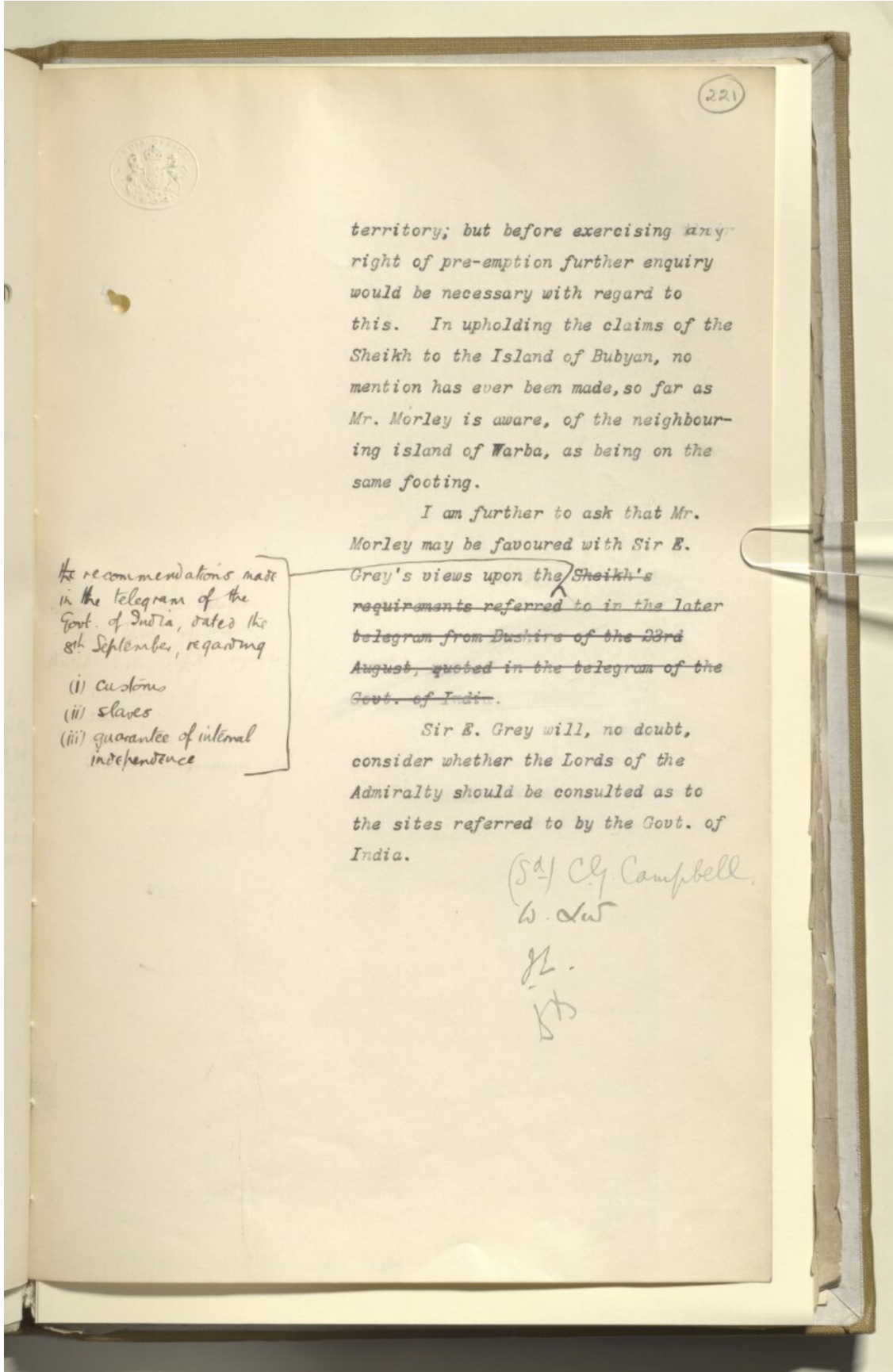






ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٢٠ظ] (٢٩٤/١٩٨)





territory; but before exercising any right of pre-emption further enquiry would be necessary with regard to this. In upholding the claims of the Sheikh to the Island of Bubyah, no mention has ever been made, so far as Mr. Morley is aware, of the neighbouring island of Warba, as being on the same footing.

I am further to ask that Mr. Morley may be favoured with Sir E.

Grey's views upon the Sheikh's requirements referred to in the later telegram from Bushire of the 23rd August, quoted in the telegram of the Govt. of India.

Sir E. Grey will, no doubt, consider whether the Lords of the Admiralty should be consulted as to the sites referred to by the Govt. of India.

(Sd) C. J. Campbell.
W. L. W.

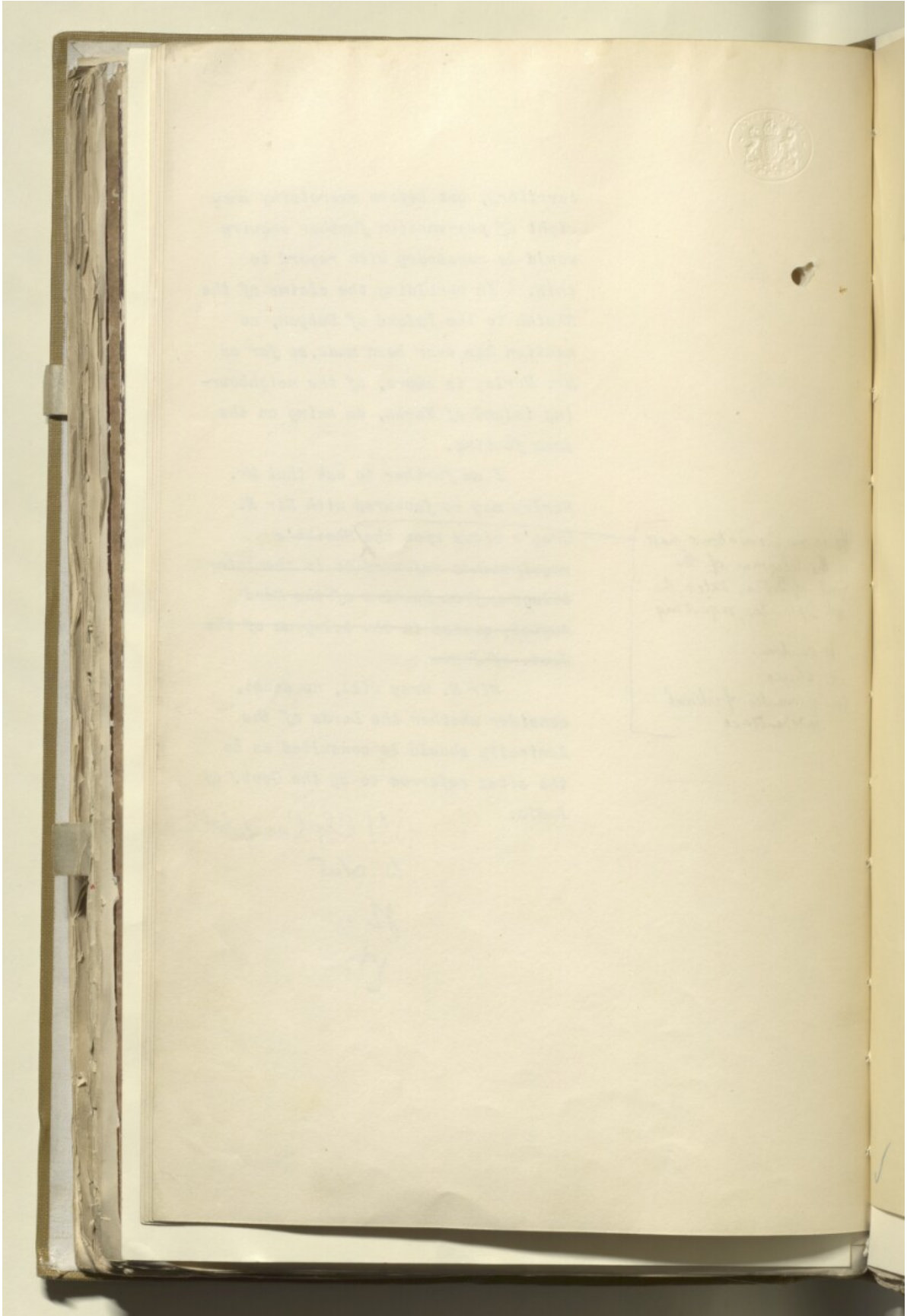
HL.
JH.

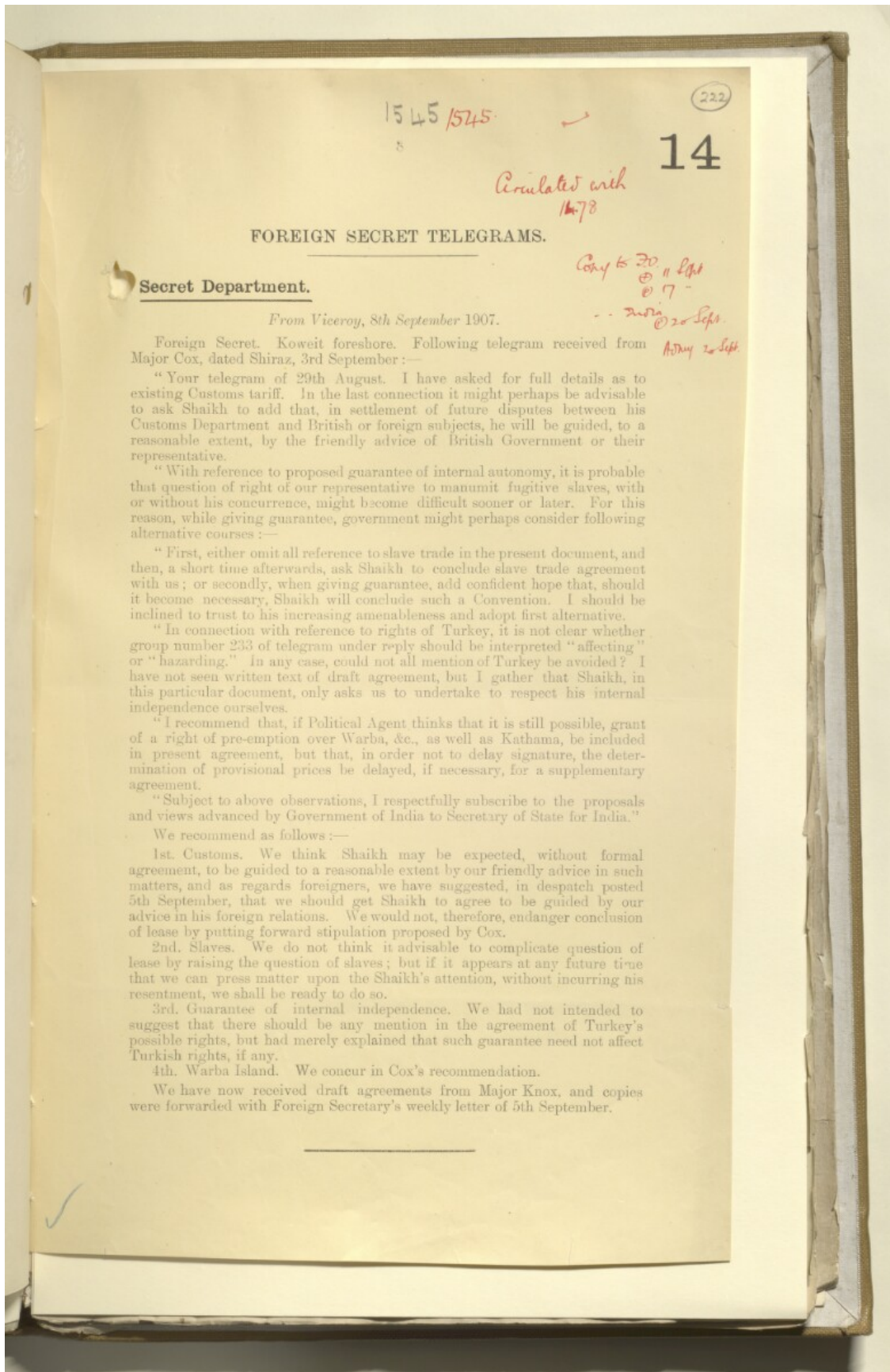
The recommendations made in the telegram of the Govt. of India, dated the 8th September, regarding

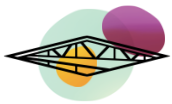
- (i) Customs
- (ii) Slaves
- (iii) Guarantee of internal independence



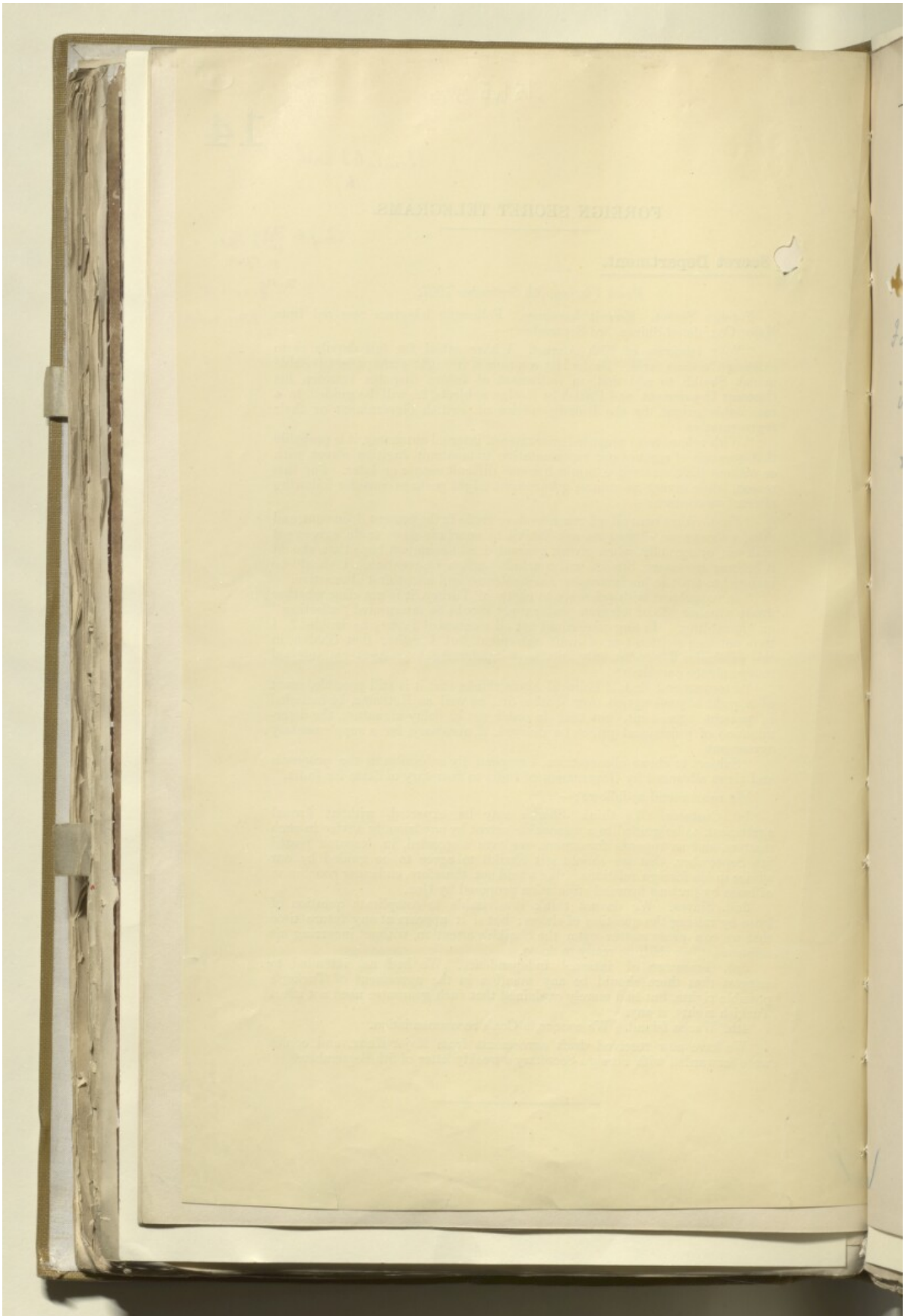
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٢١ظ] (٢٩٤/٢٠٠)







ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٢٢ظ] (٢٩٤/٢٠٢)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٢٣و] (٢٩٤/٢٠٣)

1546

Departments are requested, if they suspect that there is any mistake in this telegram, to communicate immediately with the Private Secretary to the Parliamentary Under Secretary of State.

223

COPY OF TELEGRAM

FROM Viceroy

DATED Simla. 8th Sept: 07

RECEIVED AT LONDON OFFICE 2.25 p.m.

9 SEP 1907

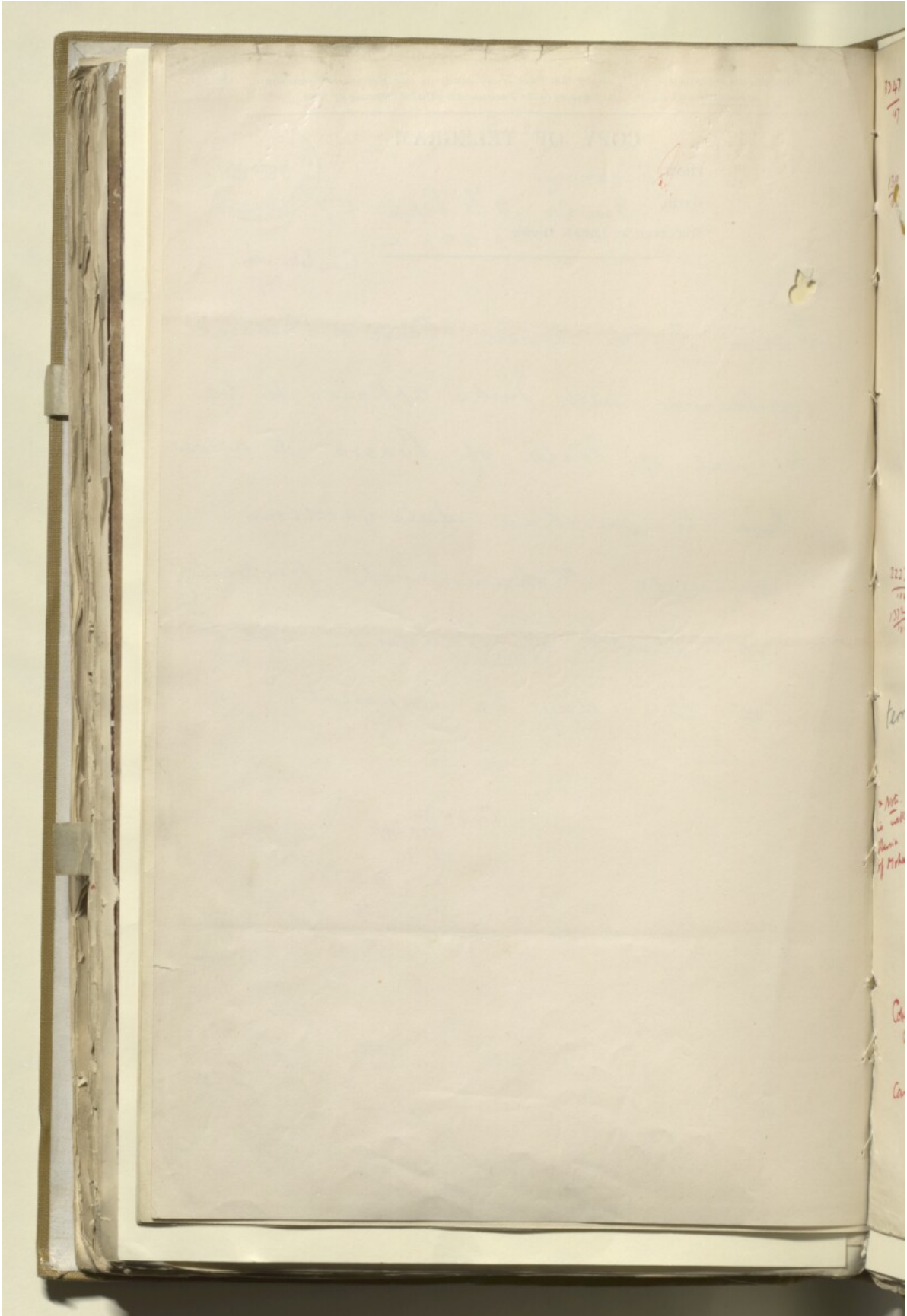
Circulated with 1478

Foreign Secret. Koweit. Cause of Mubarak's irritation with Turks appears to be refusal of Wali of Basra to allow him to purchase date gardens opposite Mohammerah, property of Sheikh of Sadun. Effect of this may be transient.

Copy to 20
@ 11 Sept
@ 17 -
- - 20 Sept @ 20 Sept.
- - Army 20 Sept.

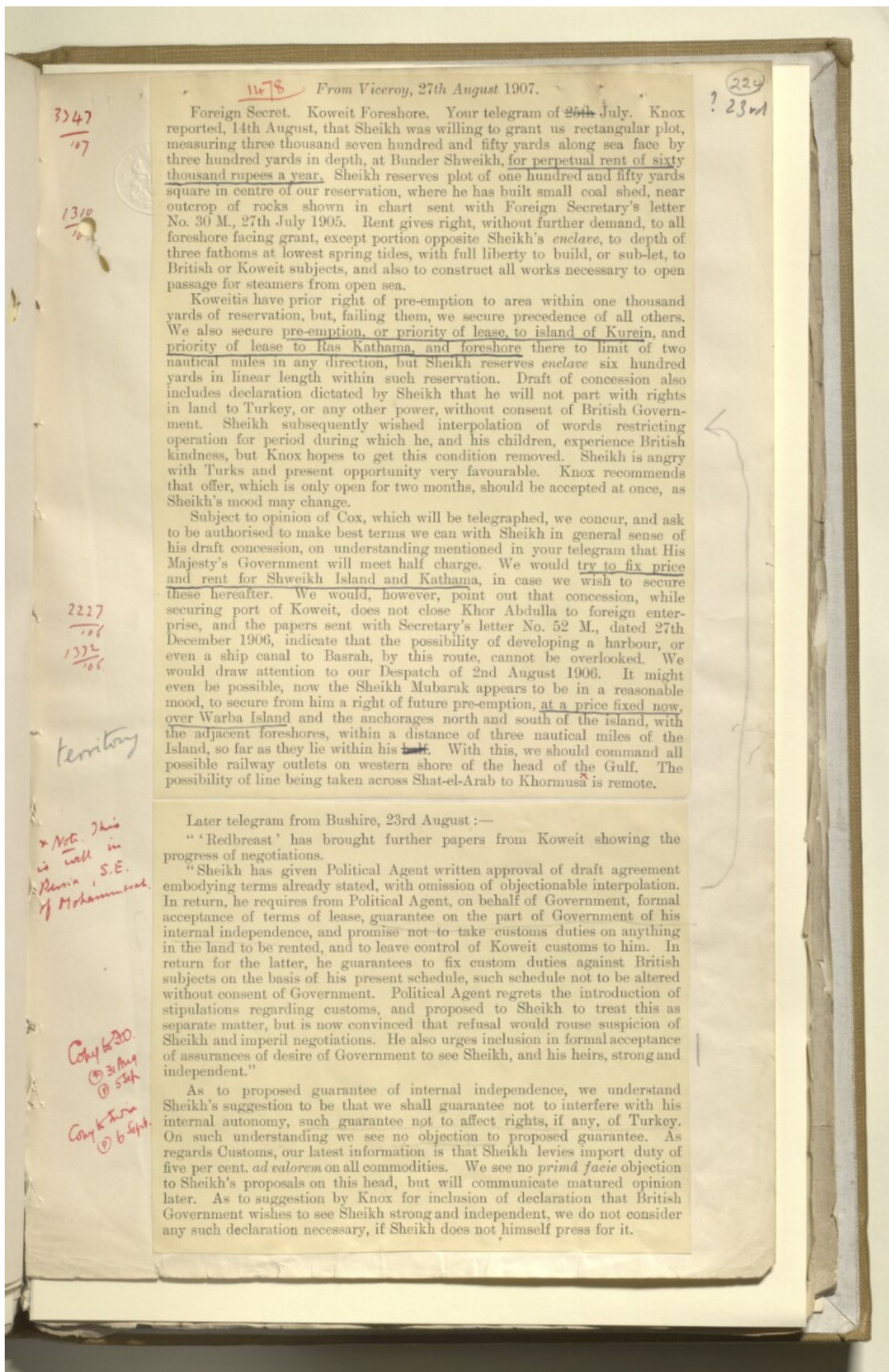


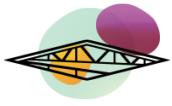
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٢٣ظ] (٢٩٤/٢٠٤)



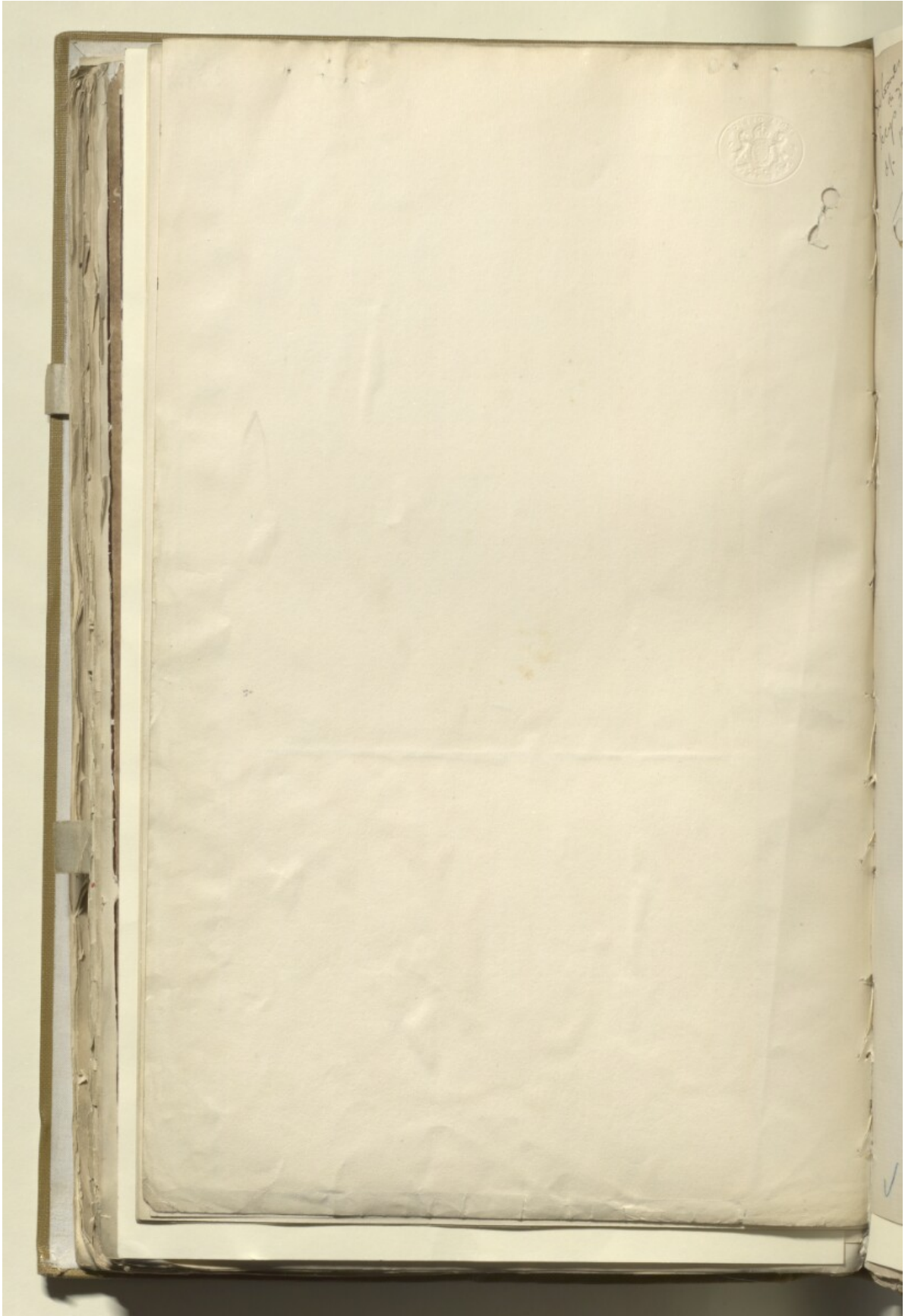


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٢٤و] (٢٩٤/٢٠٥)



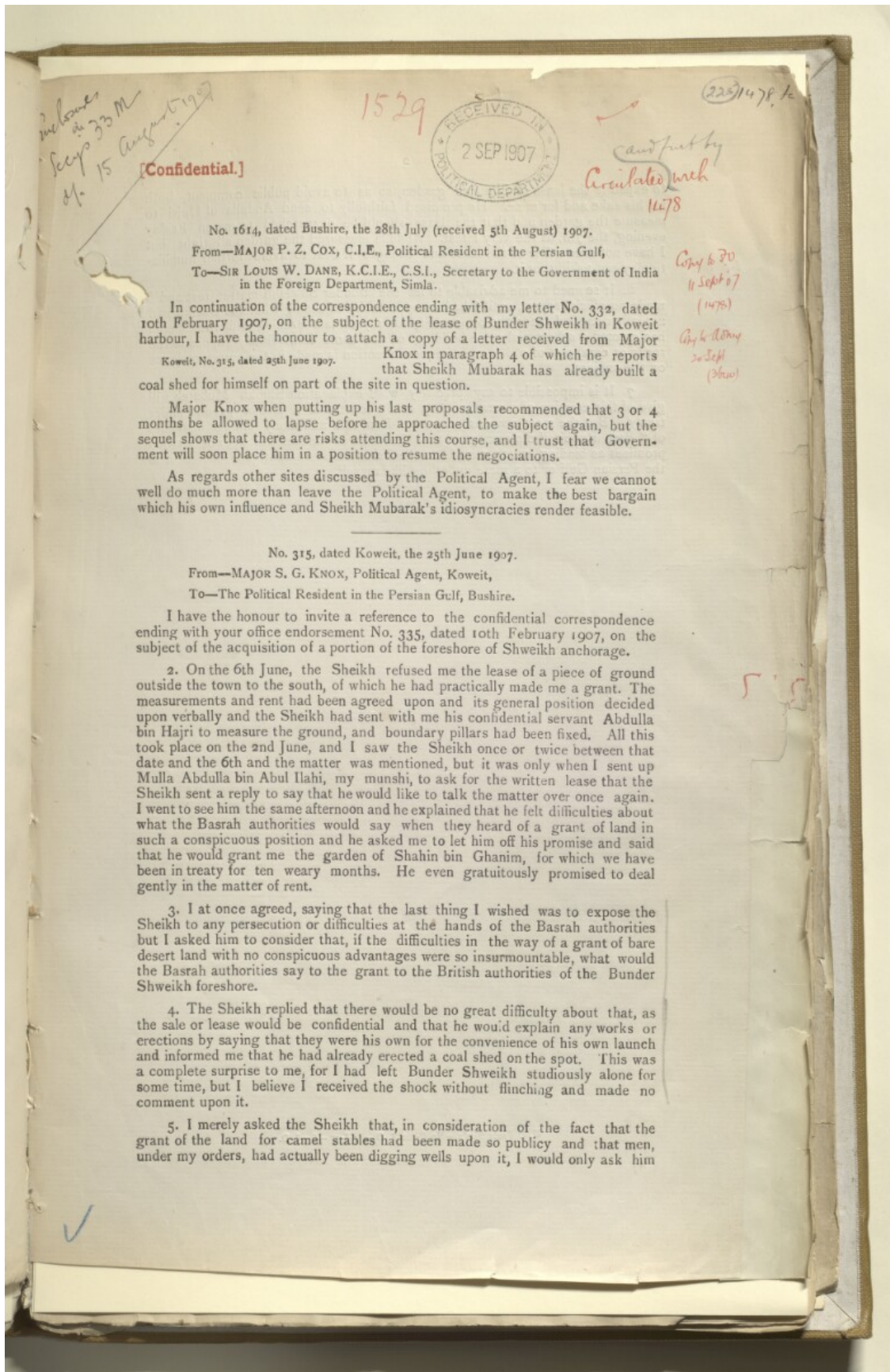


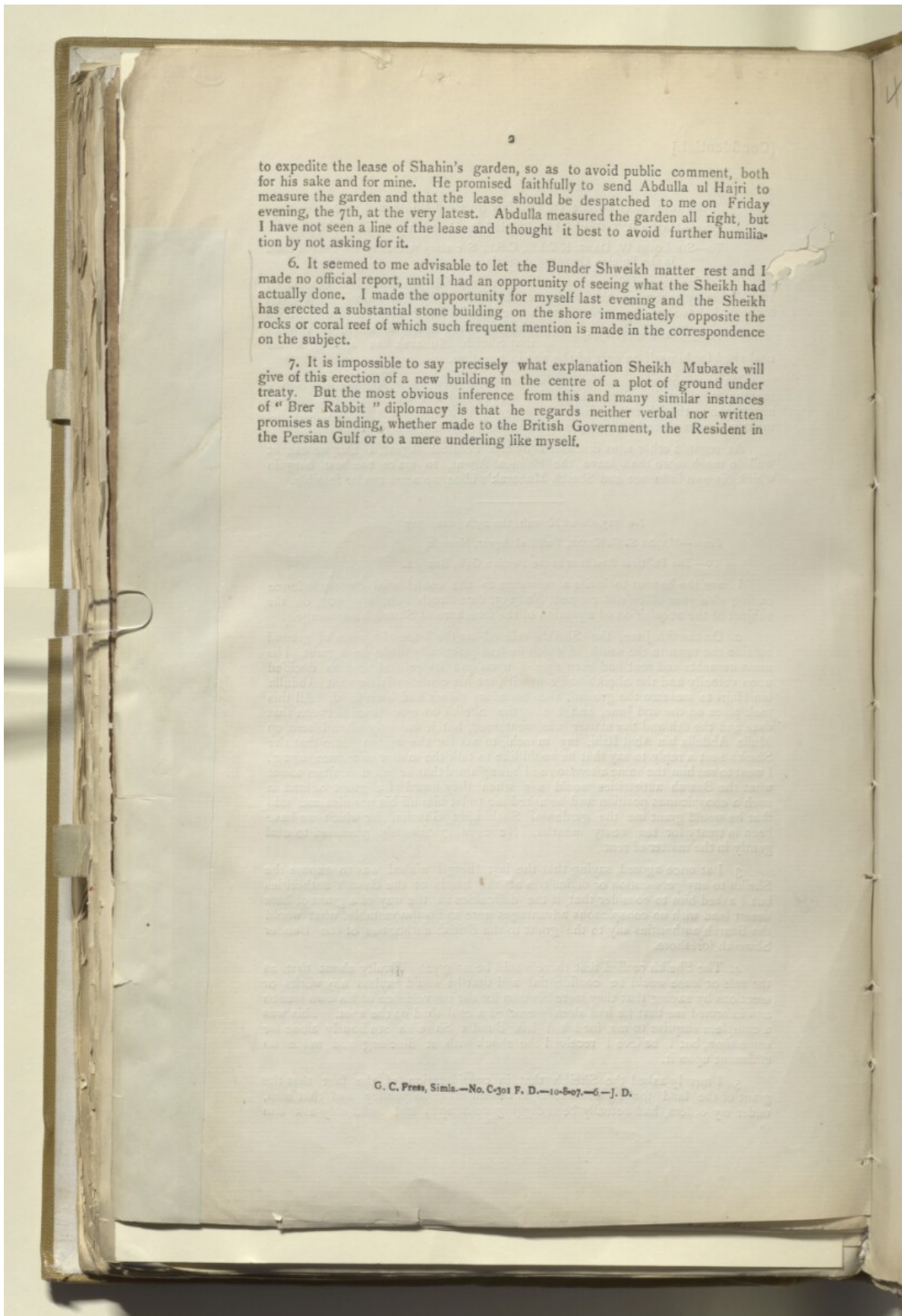
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٢٤ظ] (٢٩٤/٢٠٦)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٢٥و] (٢٩٤/٢٠٧)

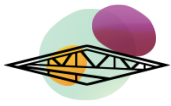




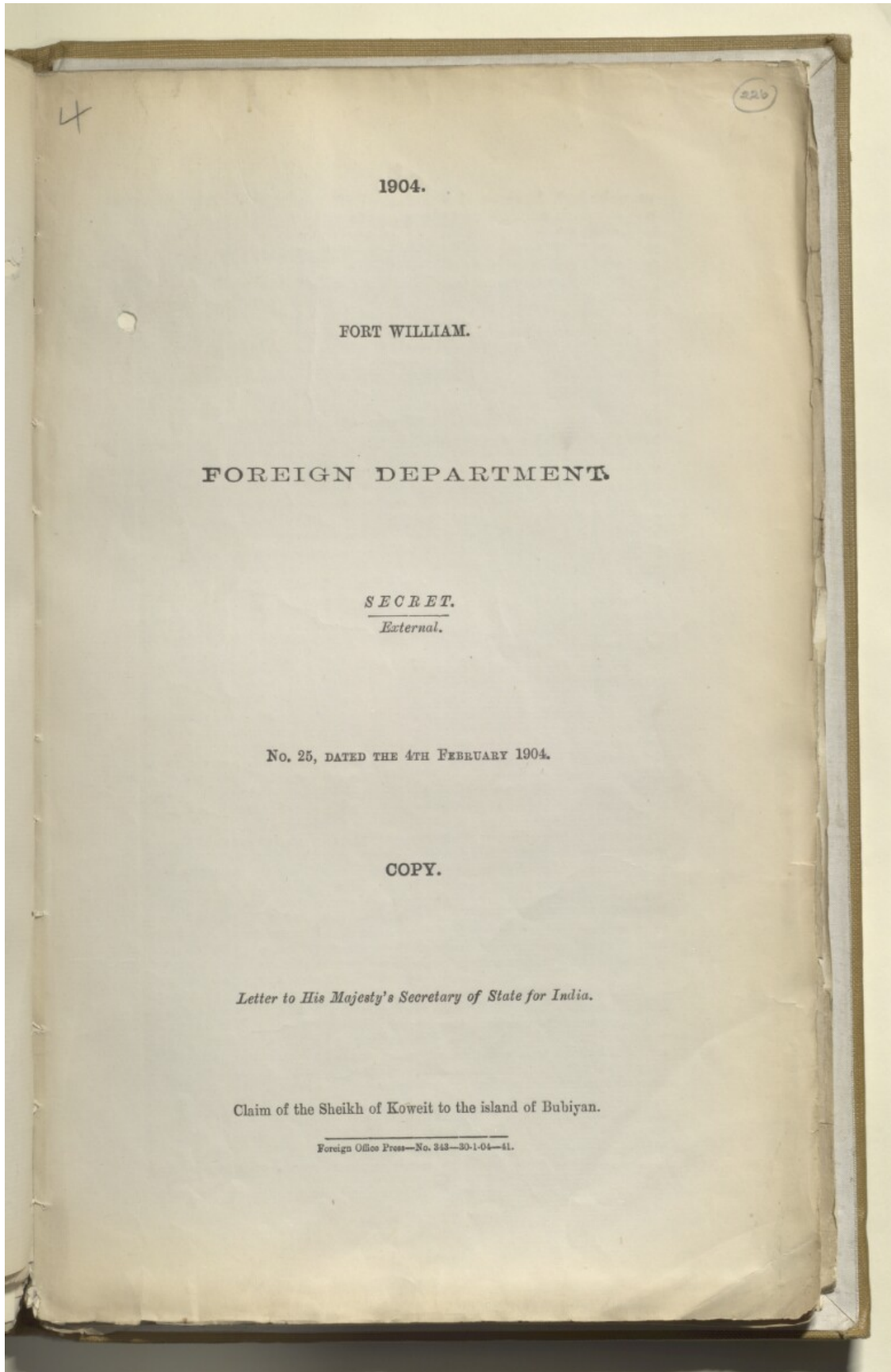
to expedite the lease of Shahin's garden, so as to avoid public comment, both for his sake and for mine. He promised faithfully to send Abdulla ul Hajri to measure the garden and that the lease should be despatched to me on Friday evening, the 7th, at the very latest. Abdulla measured the garden all right, but I have not seen a line of the lease and thought it best to avoid further humiliation by not asking for it.

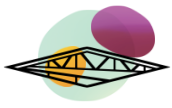
6. It seemed to me advisable to let the Bunder Shweikh matter rest and I made no official report, until I had an opportunity of seeing what the Sheikh had actually done. I made the opportunity for myself last evening and the Sheikh has erected a substantial stone building on the shore immediately opposite the rocks or coral reef of which such frequent mention is made in the correspondence on the subject.

7. It is impossible to say precisely what explanation Sheikh Mubarek will give of this erection of a new building in the centre of a plot of ground under treaty. But the most obvious inference from this and many similar instances of "Brer Rabbit" diplomacy is that he regards neither verbal nor written promises as binding, whether made to the British Government, the Resident in the Persian Gulf or to a mere underling like myself.

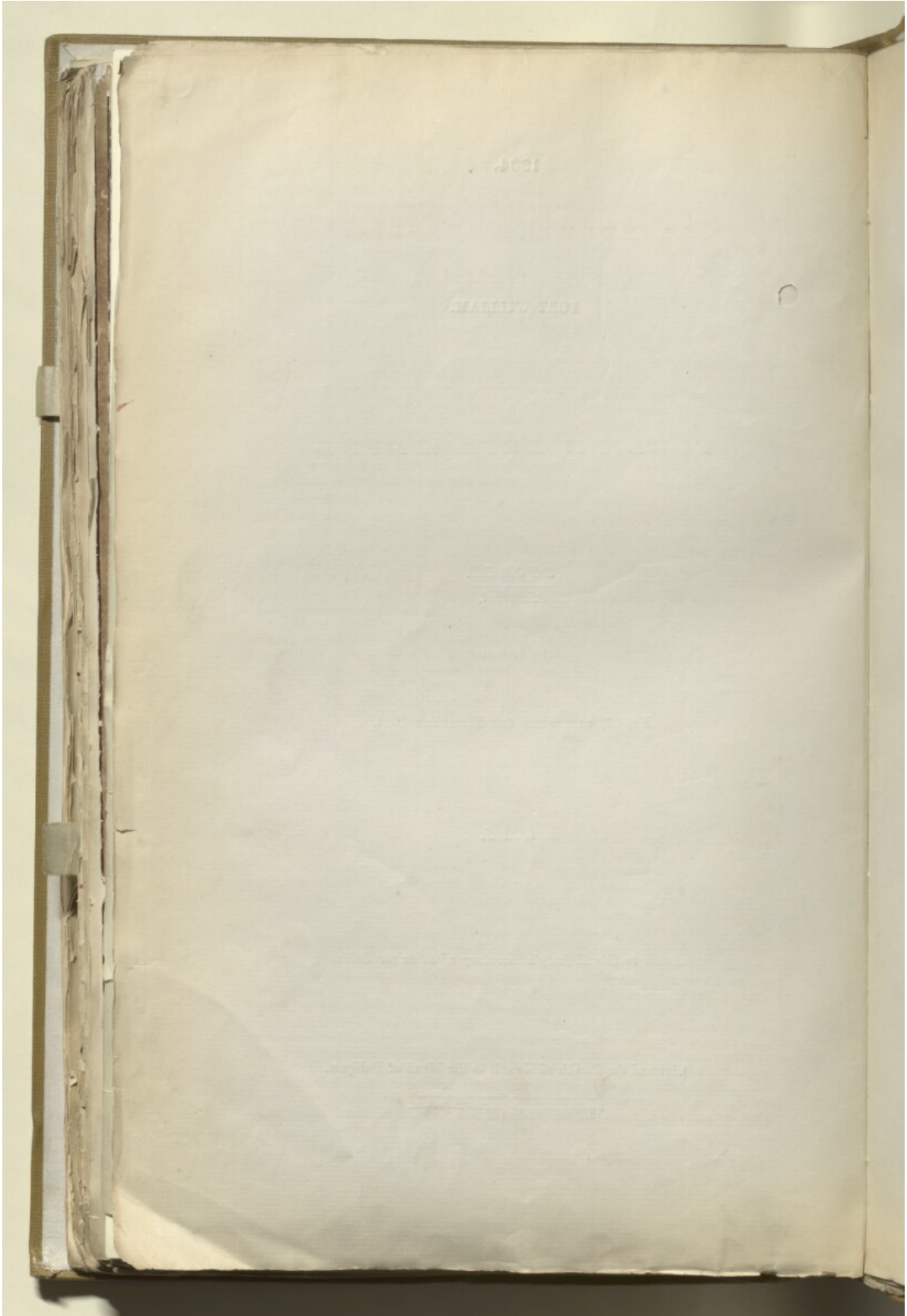


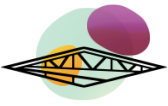
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٢٦و] (٢٩٤/٢٠٩)



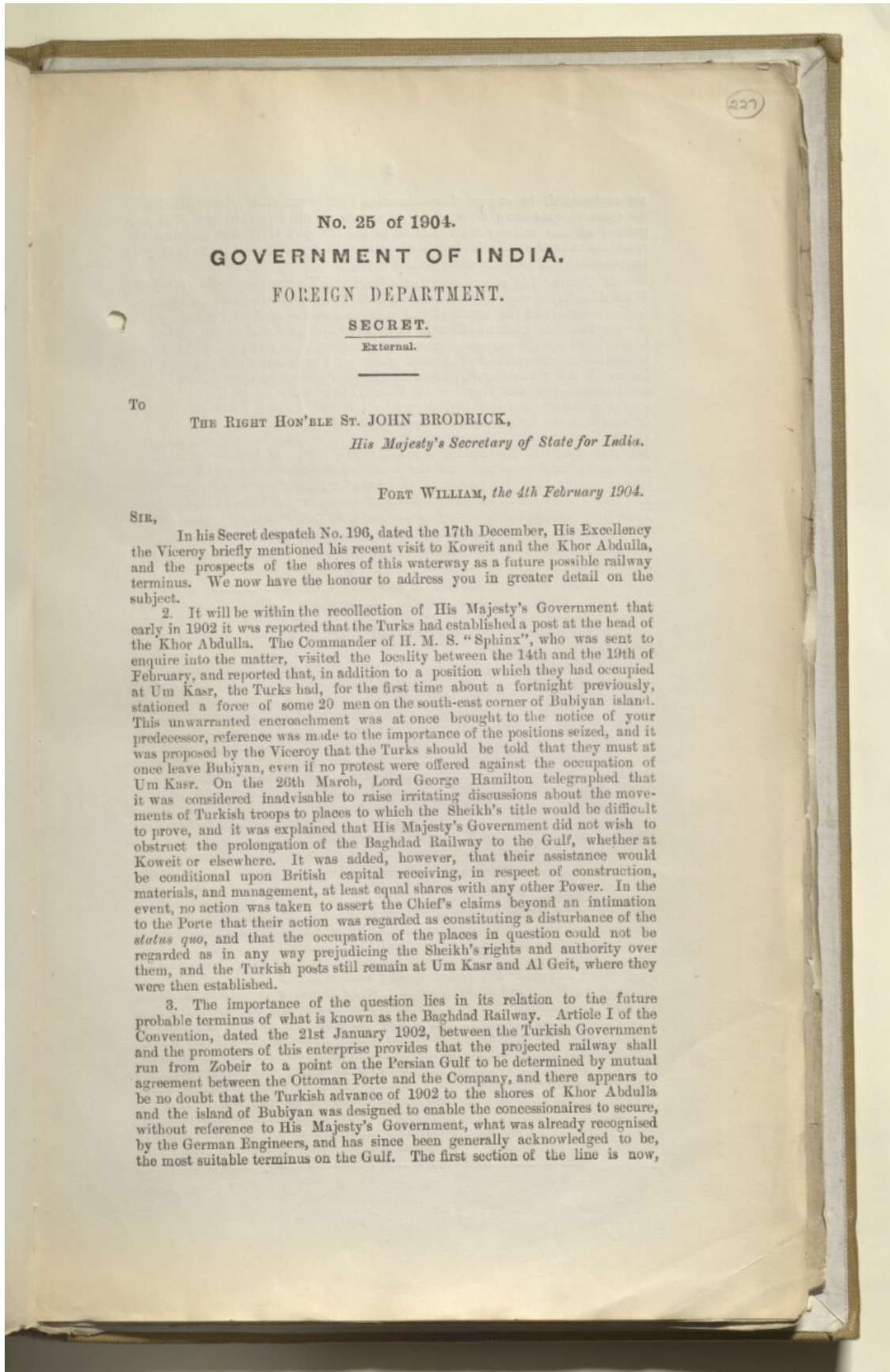


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٢٦ظ] (٢٩٤/٢١٠)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٢٧و] [٢٩٤/٢١١]





we understand, in course of construction by German enterprise unaided, and no arrangements have been made, as far as we are aware, in respect of any portion of the railway from Konia to the Persian Gulf for securing the condition whereby His Majesty's Government contemplated that equality of treatment should be secured for British capital.

4. During his recent tour in the Gulf the Viceroy personally visited the Khor Abdulla, in company with the Naval Commander-in-Chief on the East Indies Station, and the result of the inspection was to confirm the view which we previously entertained of the importance of the Khor and of the superiority of its shores, for the purpose of a railway terminus, over any of the sites in the immediate neighbourhood of Koweit which have previously claimed attention. On board the "Lawrence", Their Excellencies passed up the channel to the anchorage below the junction of Khor Zobair with Khor Um Kasr, and except at the eastern end of Warba Island, where, there is a bar with a depth of two fathoms for a short distance, a depth of four and-a-half fathoms was obtained throughout. The anchorage is some three miles from Um Kasr post, and the banks of the channel are sufficiently high to provide a firm and convenient landing place. To the south of the Warba Island lies the large sheet of water with plenty of depth and room for an anchorage, to which Rear-Admiral Willes refers in paragraph 50 of his letter No. 209-1171, dated 8th December 1903, to the Secretary to the Admiralty, of which we enclose a copy.

Owing to the length of the channel and its capacity for easy land or submarine defences, a port in either of these localities would be absolutely safe from any attack from the seaward.

We have already intimated in our Secret despatch No. 16, dated the 21st January 1904, that the remarks of the Naval Commander-in-Chief in paragraph 51 of this letter were written under a misapprehension, and do not accurately represent the political position. It is not necessary here, therefore, to take them into account.

5. In our Secret despatch No. 27 (Frontier), dated the 4th February 1904, we have mentioned the probable antagonism of German interests to our own in this quarter and the attitude which, in our opinion, should be adopted towards the designs of other nations in Turkish Arabia, and we consider that no time should be lost in endeavouring to retrieve so far as may still be possible the position which we have so seriously endangered by acquiescence in these encroachments. So far as concerns Um Kasr and the neighbouring mainland, the claims of the Sheikh of Koweit do not appear to have been strong. But whatever may have been their validity, it would be difficult, and we would not now propose to try, to induce the Turks to abandon the occupation which for the past year they have been permitted to maintain. The case of Bubiyan Island we regard as entirely different. Here we consider that the Sheikh has claims which can be sustained alike with better reason, with greater prospect of success, and, owing to its insular position, with smaller risk of subsequent embarrassment

* No. 42, dated the 28th February 1902.
(Copy sent under cover of the Foreign Secretary's letter No. 12 M., dated the 20th March 1902.)

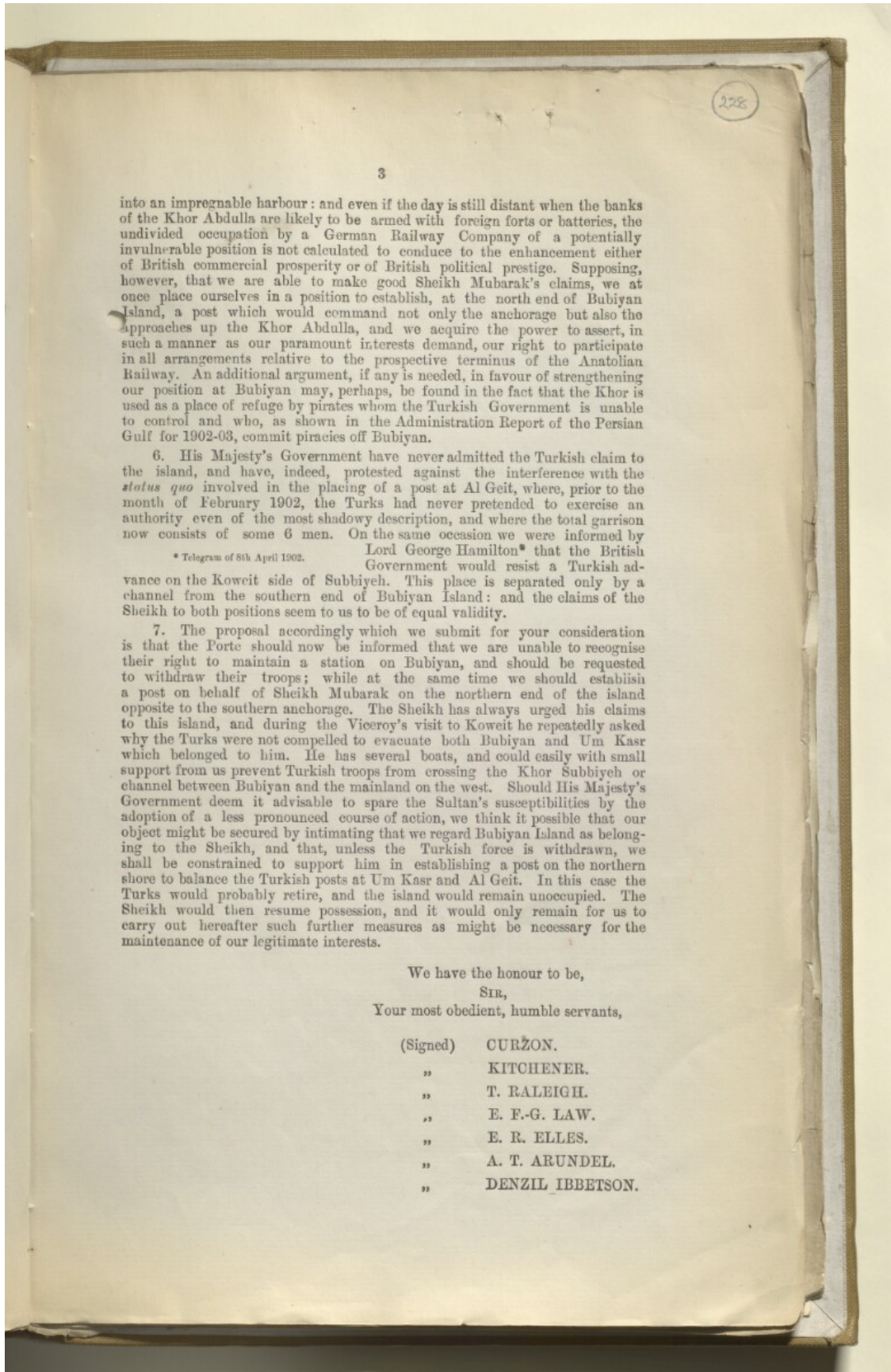
to ourselves. In February 1902, our Political Resident in the Persian Gulf reported* that Sheikh Mubarak had addressed to him a written communication in which he advanced his claim to the island, and asserted that the Avazem tribe, who are his subjects, had lived there since the occupation of Koweit for seven months during the summer of each year, and had established fishing enclosures on the island. Colonel Kemball regarded the pretension as valid, and a like view appears to have been held by His Britannic Majesty's Ambassador at Constantinople, who a few days

† Sir Nicolas O'Connor to the Marquess of Lansdowne, No. 33, dated the 16th March 1902.

later telegraphed† to the Marquess of Lansdowne that the Consul at Basrah considered the Sheikh's claim to the island to be good. Sir Nicolas O'Connor,

‡ Sir Nicolas O'Connor to the Marquess of Lansdowne, No. 50, dated the 11th March 1902.

however, expressed‡ the opinion that there was no object in raising a conflict about Bubiyan Island while leaving the Turks in possession of Um Kasr. Had the Ambassador then been in possession of the information which is now available, we believe that he would not have entertained this view. With the shores of the mainland and of Bubiyan Island in the possession of a single Power, the anchorages below Um Kasr and at Warba Island can at any time be converted



3

into an impregnable harbour: and even if the day is still distant when the banks of the Khor Abdulla are likely to be armed with foreign forts or batteries, the undivided occupation by a German Railway Company of a potentially invulnerable position is not calculated to conduce to the enhancement either of British commercial prosperity or of British political prestige. Supposing, however, that we are able to make good Sheikh Mubarak's claims, we at once place ourselves in a position to establish, at the north end of Bubiyan Island, a post which would command not only the anchorage but also the approaches up the Khor Abdulla, and we acquire the power to assert, in such a manner as our paramount interests demand, our right to participate in all arrangements relative to the prospective terminus of the Anatolian Railway. An additional argument, if any is needed, in favour of strengthening our position at Bubiyan may, perhaps, be found in the fact that the Khor is used as a place of refuge by pirates whom the Turkish Government is unable to control and who, as shown in the Administration Report of the Persian Gulf for 1902-03, commit piracies off Bubiyan.

6. His Majesty's Government have never admitted the Turkish claim to the island, and have, indeed, protested against the interference with the *status quo* involved in the placing of a post at Al Geit, where, prior to the month of February 1902, the Turks had never pretended to exercise an authority even of the most shadowy description, and where the total garrison now consists of some 6 men. On the same occasion we were informed by Lord George Hamilton* that the British Government would resist a Turkish advance on the Koweit side of Subbiyeh. This place is separated only by a channel from the southern end of Bubiyan Island: and the claims of the Sheikh to both positions seem to us to be of equal validity.

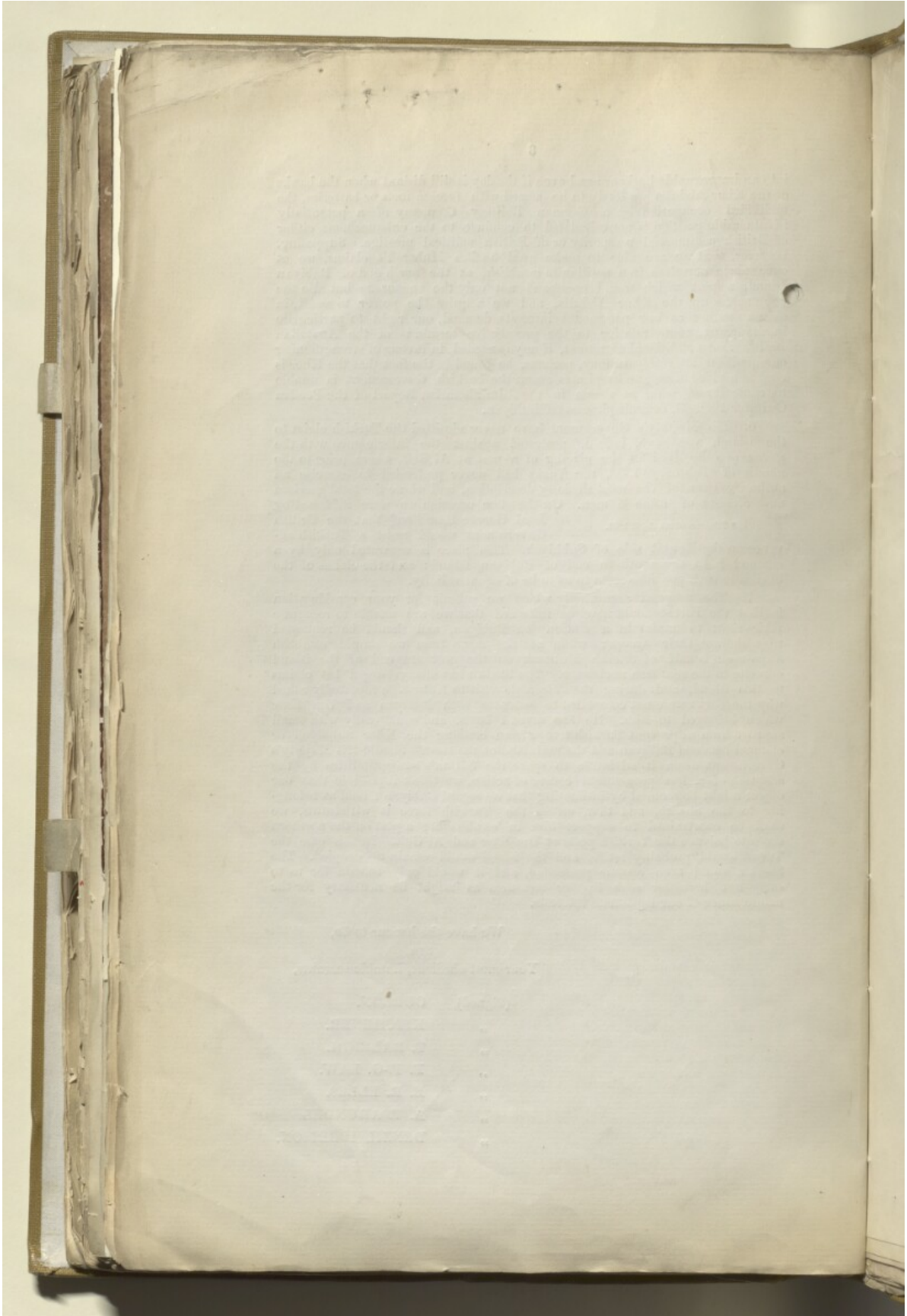
7. The proposal accordingly which we submit for your consideration is that the Porte should now be informed that we are unable to recognise their right to maintain a station on Bubiyan, and should be requested to withdraw their troops; while at the same time we should establish a post on behalf of Sheikh Mubarak on the northern end of the island opposite to the southern anchorage. The Sheikh has always urged his claims to this island, and during the Viceroy's visit to Koweit he repeatedly asked why the Turks were not compelled to evacuate both Bubiyan and Um Kasr which belonged to him. He has several boats, and could easily with small support from us prevent Turkish troops from crossing the Khor Subbiyeh or channel between Bubiyan and the mainland on the west. Should His Majesty's Government deem it advisable to spare the Sultan's susceptibilities by the adoption of a less pronounced course of action, we think it possible that our object might be secured by intimating that we regard Bubiyan Island as belonging to the Sheikh, and that, unless the Turkish force is withdrawn, we shall be constrained to support him in establishing a post on the northern shore to balance the Turkish posts at Um Kasr and Al Geit. In this case the Turks would probably retire, and the island would remain unoccupied. The Sheikh would then resume possession, and it would only remain for us to carry out hereafter such further measures as might be necessary for the maintenance of our legitimate interests.

We have the honour to be,
SIR,
Your most obedient, humble servants,

(Signed) CURZON.
" KITCHENER.
" T. RALEIGH.
" E. F.-G. LAW.
" E. R. ELLES.
" A. T. ARUNDEL.
" DENZIL IBBETSON.

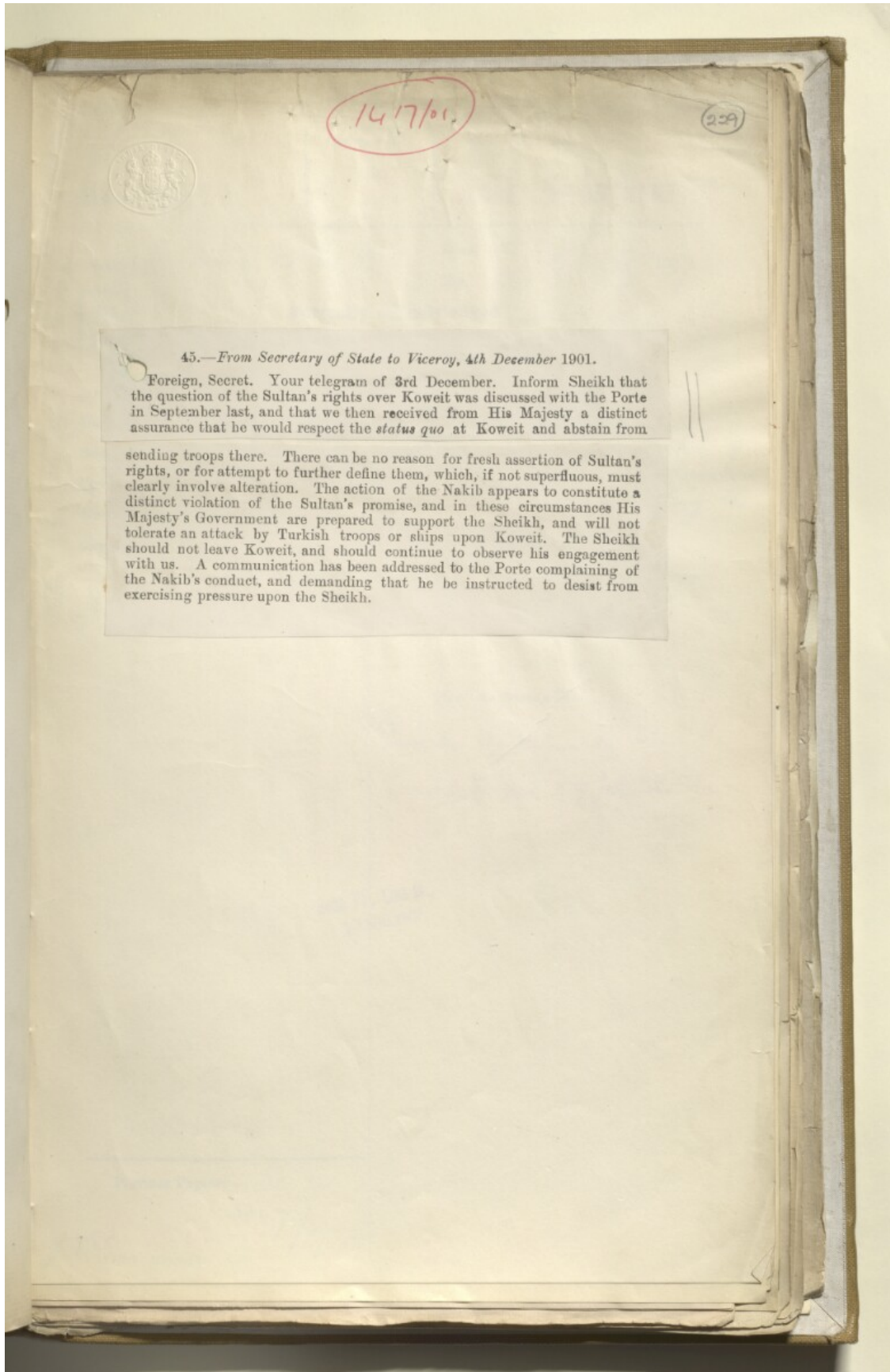


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٢٨ظ] (٢٩٤/٢١٤)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٢٩و] (٢٩٤/٢١٥)



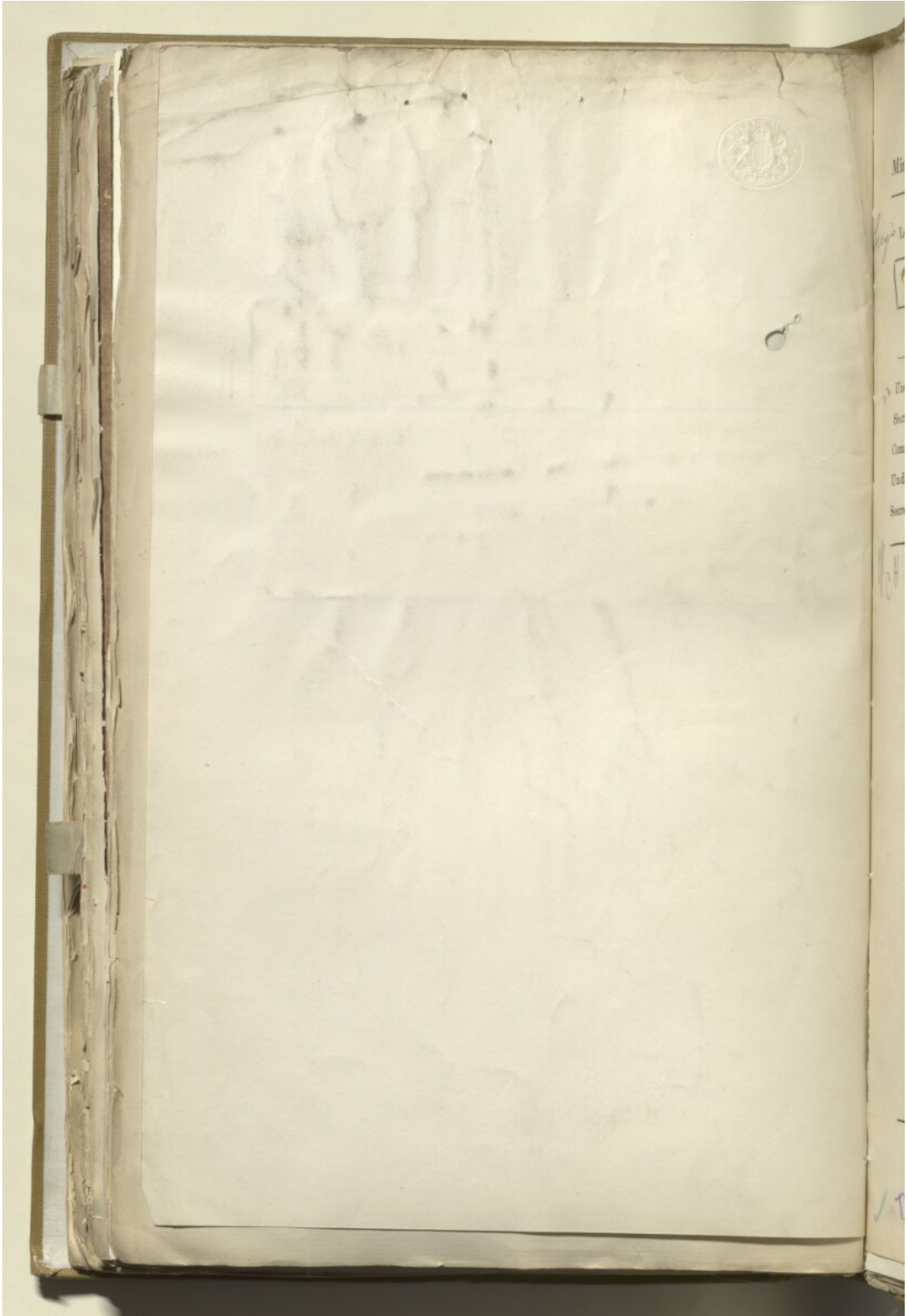
45.—From Secretary of State to Viceroy, 4th December 1901.

Foreign, Secret. Your telegram of 3rd December. Inform Sheikh that the question of the Sultan's rights over Koweit was discussed with the Porte in September last, and that we then received from His Majesty a distinct assurance that he would respect the *status quo* at Koweit and abstain from

sending troops there. There can be no reason for fresh assertion of Sultan's rights, or for attempt to further define them, which, if not superfluous, must clearly involve alteration. The action of the Nakib appears to constitute a distinct violation of the Sultan's promise, and in these circumstances His Majesty's Government are prepared to support the Sheikh, and will not tolerate an attack by Turkish troops or ships upon Koweit. The Sheikh should not leave Koweit, and should continue to observe his engagement with us. A communication has been addressed to the Porte complaining of the Nakib's conduct, and demanding that he be instructed to desist from exercising pressure upon the Sheikh.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٢٩ظ] (٢٩٤/٢١٦)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٣٠] [٢٩٤/٢١٧]

230

Register No. 1286

Minute Paper. SECRET DEPARTMENT.

Letter from India, No. 28 M. Dated 11 July 1907.
Rec. 29 July 1907.

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	14th	mu	Bagdad Railway.
Secretary of State	2	as	Negotiations with Sheikh of
Committee	6.	Ma.	Howeit for purchase of foreshore:
Under Secretary.....			question of payment taking the
Secretary of State			form of a subsidy.

Copy to
FD 11-9-07 (see 1547)
Army 20-9-07 (see above)

For information.
These are the papers on which the
Vicary's telegram of 7 July was based.

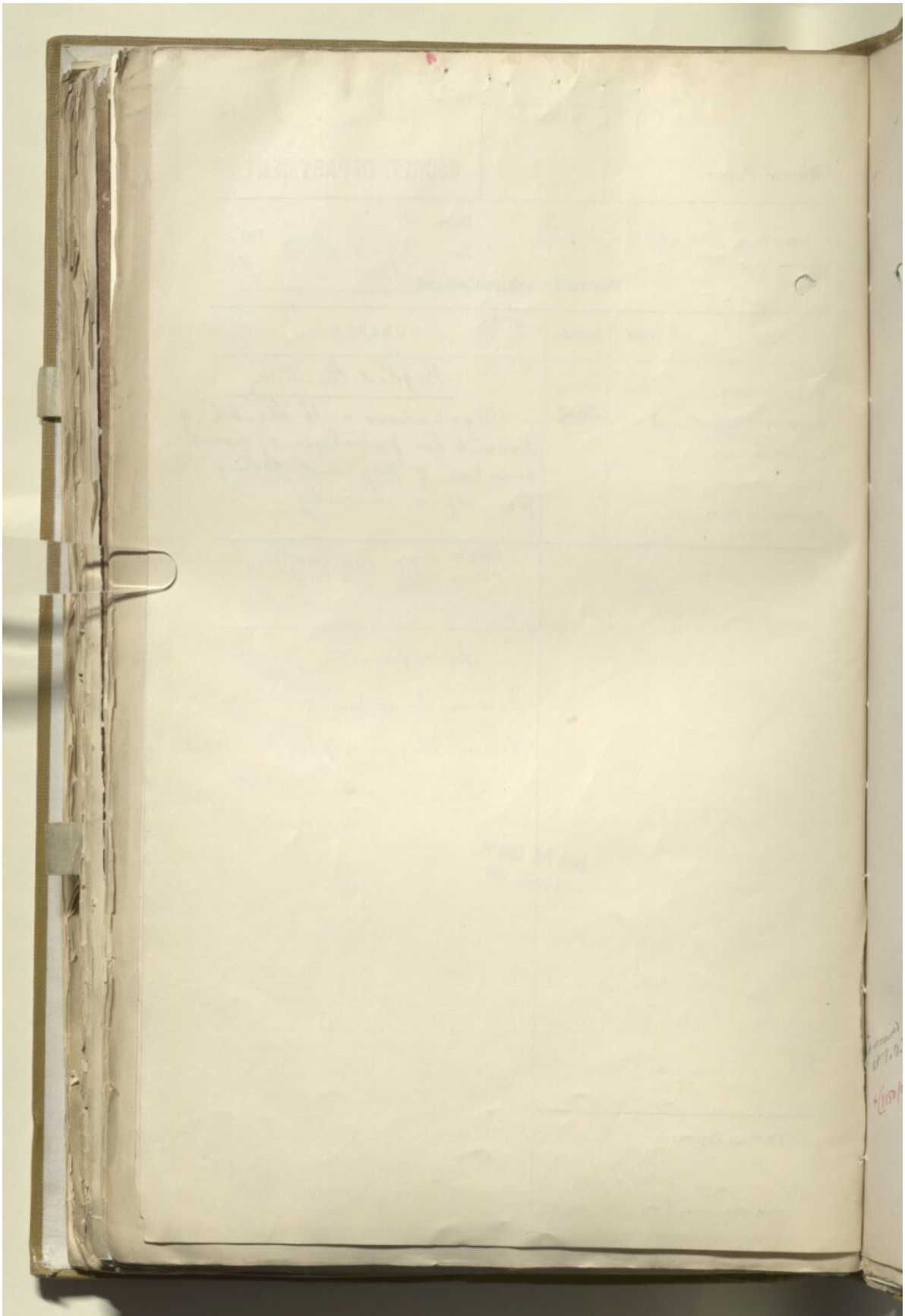
Seen Pol. Comtee.,
13 AUG. 1907

Previous Papers:—
3347/07 dc

TH
F 12508. 1000.—4/1907. L 575.

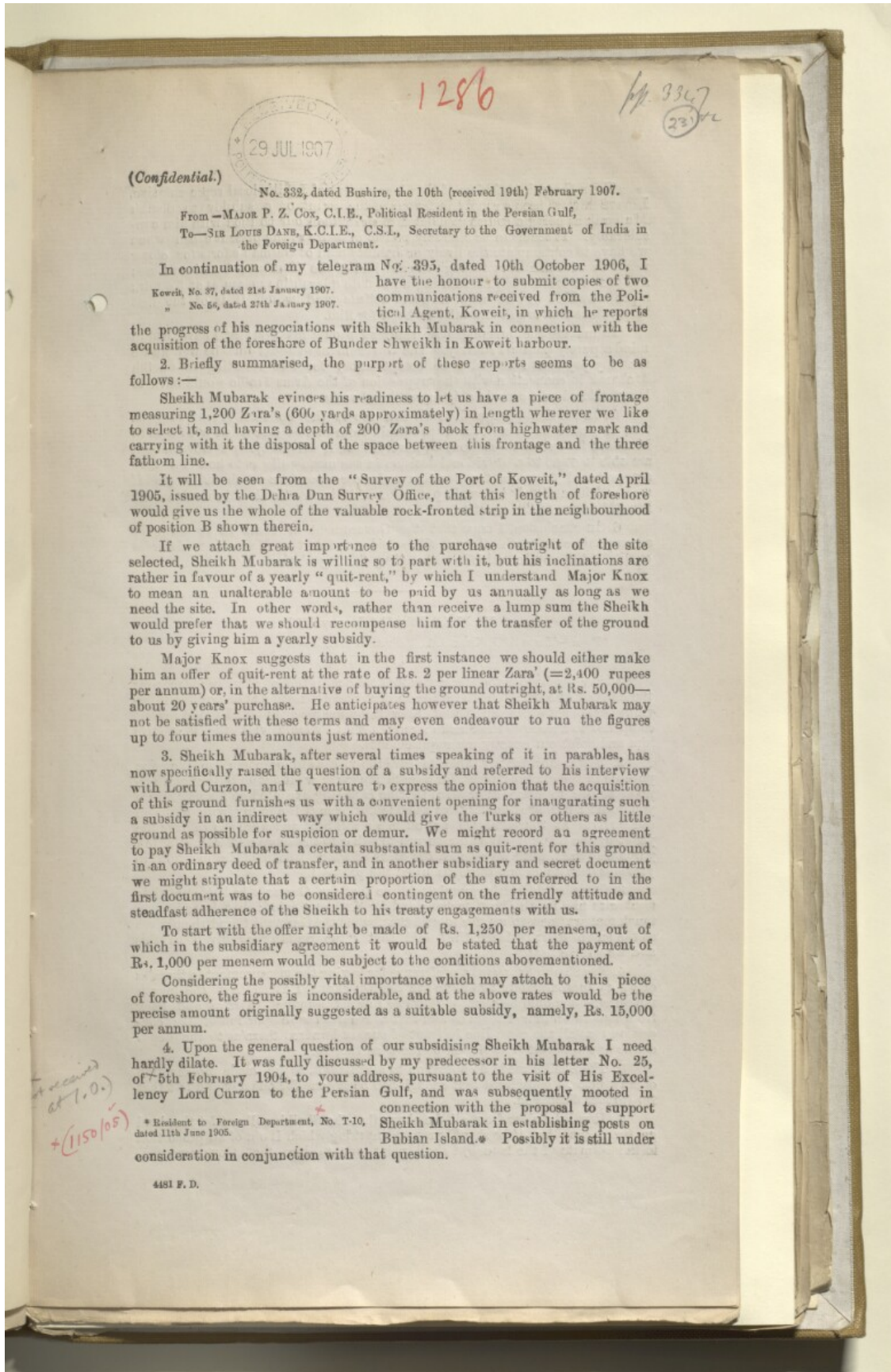


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[٢٣٠ظ] (٢٩٤/٢١٨)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي"
١٩٠٧. [٢٣١و] (٢٩٤/٢١٩)



(Confidential.)

No. 332, dated Bushire, the 10th (received 19th) February 1907.

From—MAJOR P. Z. COX, C.I.E., Political Resident in the Persian Gulf,
To—SIR LOUIS DANE, K.C.I.E., C.S.I., Secretary to the Government of India in
the Foreign Department.

In continuation of my telegram No. 395, dated 10th October 1906, I
Koweit, No. 37, dated 21st January 1907. have the honour to submit copies of two
" No. 56, dated 27th January 1907. communications received from the Political Agent, Koweit, in which he reports
the progress of his negotiations with Sheikh Mubarak in connection with the
acquisition of the foreshore of Bunder Shweikh in Koweit harbour.

2. Briefly summarised, the purport of these reports seems to be as
follows:—

Sheikh Mubarak evinces his readiness to let us have a piece of frontage
measuring 1,200 Zara's (600 yards approximately) in length wherever we like
to select it, and having a depth of 200 Zara's back from highwater mark and
carrying with it the disposal of the space between this frontage and the three
fathom line.

It will be seen from the "Survey of the Port of Koweit," dated April
1905, issued by the Dehra Dun Survey Office, that this length of foreshore
would give us the whole of the valuable rock-fronted strip in the neighbourhood
of position B shown therein.

If we attach great importance to the purchase outright of the site
selected, Sheikh Mubarak is willing so to part with it, but his inclinations are
rather in favour of a yearly "quit-rent," by which I understand Major Knox
to mean an unalterable amount to be paid by us annually as long as we
need the site. In other words, rather than receive a lump sum the Sheikh
would prefer that we should recompense him for the transfer of the ground
to us by giving him a yearly subsidy.

Major Knox suggests that in the first instance we should either make
him an offer of quit-rent at the rate of Rs. 2 per linear Zara' (=2,400 rupees
per annum) or, in the alternative of buying the ground outright, at Rs. 50,000—
about 20 years' purchase. He anticipates however that Sheikh Mubarak may
not be satisfied with these terms and may even endeavour to run the figures
up to four times the amounts just mentioned.

3. Sheikh Mubarak, after several times speaking of it in parables, has
now specifically raised the question of a subsidy and referred to his interview
with Lord Curzon, and I venture to express the opinion that the acquisition
of this ground furnishes us with a convenient opening for inaugurating such
a subsidy in an indirect way which would give the Turks or others as little
ground as possible for suspicion or demur. We might record an agreement
to pay Sheikh Mubarak a certain substantial sum as quit-rent for this ground
in an ordinary deed of transfer, and in another subsidiary and secret document
we might stipulate that a certain proportion of the sum referred to in the
first document was to be considered contingent on the friendly attitude and
steadfast adherence of the Sheikh to his treaty engagements with us.

To start with the offer might be made of Rs. 1,250 per mensem, out of
which in the subsidiary agreement it would be stated that the payment of
Rs. 1,000 per mensem would be subject to the conditions abovementioned.

Considering the possibly vital importance which may attach to this piece
of foreshore, the figure is inconsiderable, and at the above rates would be the
precise amount originally suggested as a suitable subsidy, namely, Rs. 15,000
per annum.

4. Upon the general question of our subsidising Sheikh Mubarak I need
hardly dilate. It was fully discussed by my predecessor in his letter No. 25,
of 7th February 1904, to your address, pursuant to the visit of His Excel-
lency Lord Curzon to the Persian Gulf, and was subsequently mooted in
connection with the proposal to support
Sheikh Mubarak in establishing posts on
Bubian Island.* Possibly it is still under
consideration in conjunction with that question.

4481 F. D.



From the point of view of the Government of India's local representative, I have always been strongly in favour of the grant of a subsidy to Sheikh Mubarak as being a course calculated to strengthen our position with him considerably. It seems to be a doubly politic measure at the present epoch when we have to contemplate the lively probability both of German efforts for closer relations with Mubarak through the medium of the Hamburg-American Line; and of the necessity of inaugurating up to date quarantine measures at Koweit; a project which will be one of no small delicacy and which it is of the first importance that we should take in hand for him.

In making the foregoing observations I should mention that I have had in mind a purely political subsidy. The Government of India must be well aware that any payment intended to be compensatory for loss resulting to Sheikh Mubarak in connection with the suppression of the Arms Traffic would have to be considered on a considerably more liberal scale.

5. In the final paragraph of his last report the Political Agent suggests that it would be as well for us to refrain from further discussion with Sheikh Mubarak for two or three months; nevertheless, if His Majesty's Government are able to come to a provisional decision in the meanwhile as to how far they are prepared to go in the direction under correspondence, I should be glad if we could immediately be put in possession of it, in case Sheikh Mubarak should himself return to the question.

6. In conclusion, I trust that the Government of India in reading the accompaniments to this letter will consider as I do that Major Knox deserves credit for the way in which he is handling the negotiations.

No. 37, dated the 21st January 1907.

From—MAJOR S. G. KNOX, I.A., Political Agent, Koweit,

To—MAJOR P. Z. COX, C.I.E., Political Resident in the Persian Gulf.

I have the honour to inform you that the acquisition of a landing place near the harbour at Shweikh has been the subject of conversation at one or two interviews held with the Sheikh of Koweit by me recently and I found myself compelled to accede to the Sheikh's request that I should visit the spot with him and point out exactly my requirements.

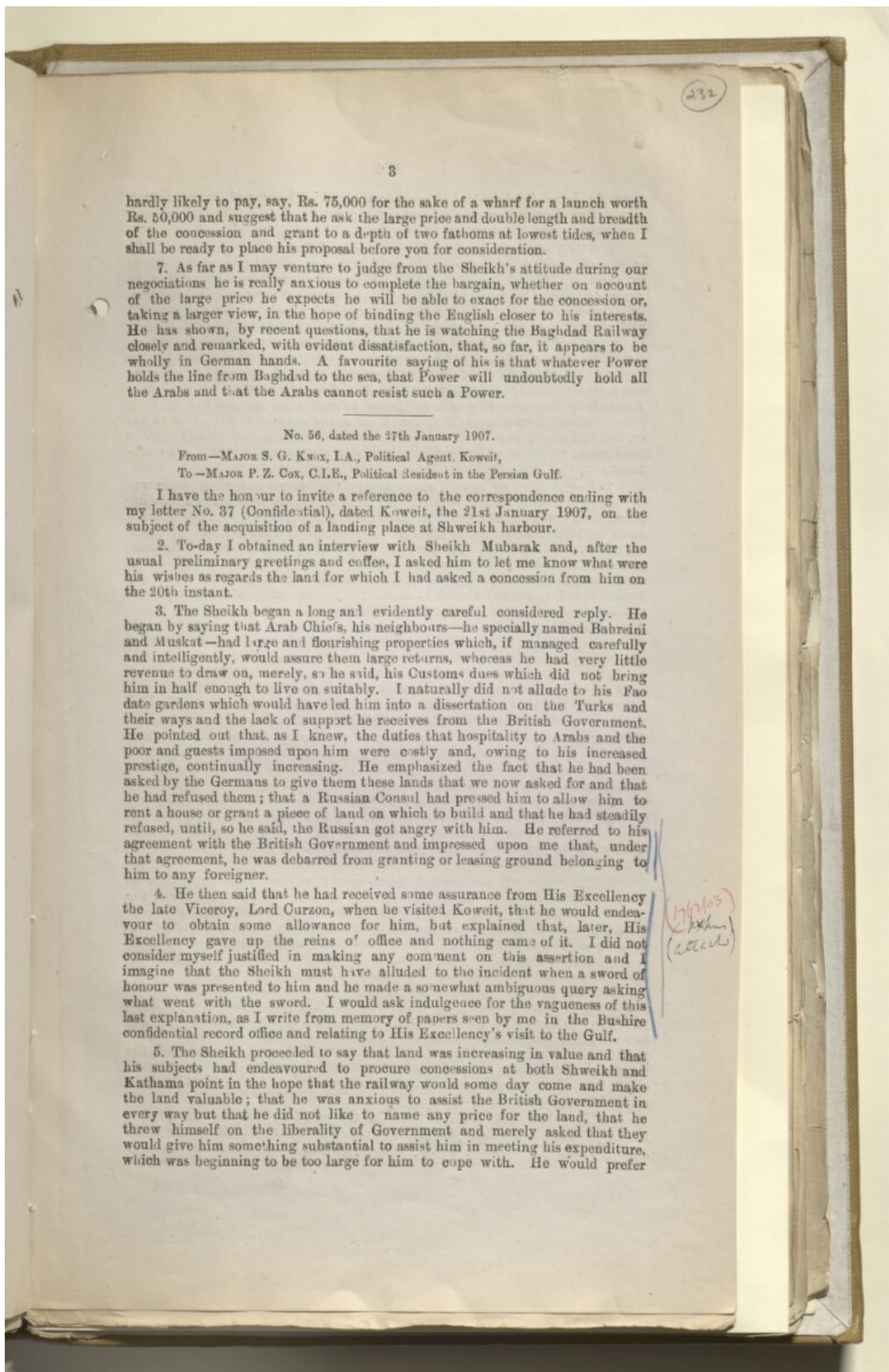
2. I was fortunately able to give the visit as innocent an aspect as was possible in the circumstances, for Sheikh Mubarak went out on Saturday afternoon to see to some alterations that he is having executed on his new steam yacht and I borrowed horses from the Sheikh for myself and my wife and, on our arrival at Shweikh, we put off in a small boat and were shown over the yacht by the Sheikh. We all returned together to the shore and walked a few yards westward, until we reached the rocks of which I have made mention in previous despatches and there discussed the proposal.

3. The Sheikh had frequently told me that the Germans had attempted to treat with him for this boat harbour and for Kathama point; but he added a touch that was new to me, for he said that, when the Germans found themselves at the end of their patience, they said that "the Sultan has given us this and we will seize it."

4. The Sheikh expressed a preference for having the measurement in thara's of which approximately two go to the English yard. I asked that the length measurement should be along high water line six hundred thara's and back from that two hundred thara's and that as regards the sea portion of the concession that all the coast line in front of our six hundred thara's to the depth of one at the lowest tides should be included therein.

5. The Sheikh made no objection to all this but, as he made no mention of any price, I considered that enough had been done for one day and left that for further discussion.

6. It will be clear from all the above that the Sheikh will not let the land go for a song but if he should propose anything which is out of all proportion to the estimate of the launch, I shall point out to him that Government is



hardly likely to pay, say, Rs. 75,000 for the sake of a wharf for a launch worth Rs. 50,000 and suggest that he ask the large price and double length and breadth of the concession and grant to a depth of two fathoms at lowest tides, when I shall be ready to place his proposal before you for consideration.

7. As far as I may venture to judge from the Sheikh's attitude during our negotiations, he is really anxious to complete the bargain, whether on account of the large price he expects he will be able to exact for the concession or, taking a larger view, in the hope of binding the English closer to his interests. He has shown, by recent questions, that he is watching the Baghdad Railway closely and remarked, with evident dissatisfaction, that, so far, it appears to be wholly in German hands. A favourite saying of his is that whatever Power holds the line from Baghdad to the sea, that Power will undoubtedly hold all the Arabs and that the Arabs cannot resist such a Power.

No. 56, dated the 27th January 1907.

From—MAJOR S. G. KNOX, I.A., Political Agent, Koweit,

To—MAJOR P. Z. COX, C.I.E., Political Resident in the Persian Gulf.

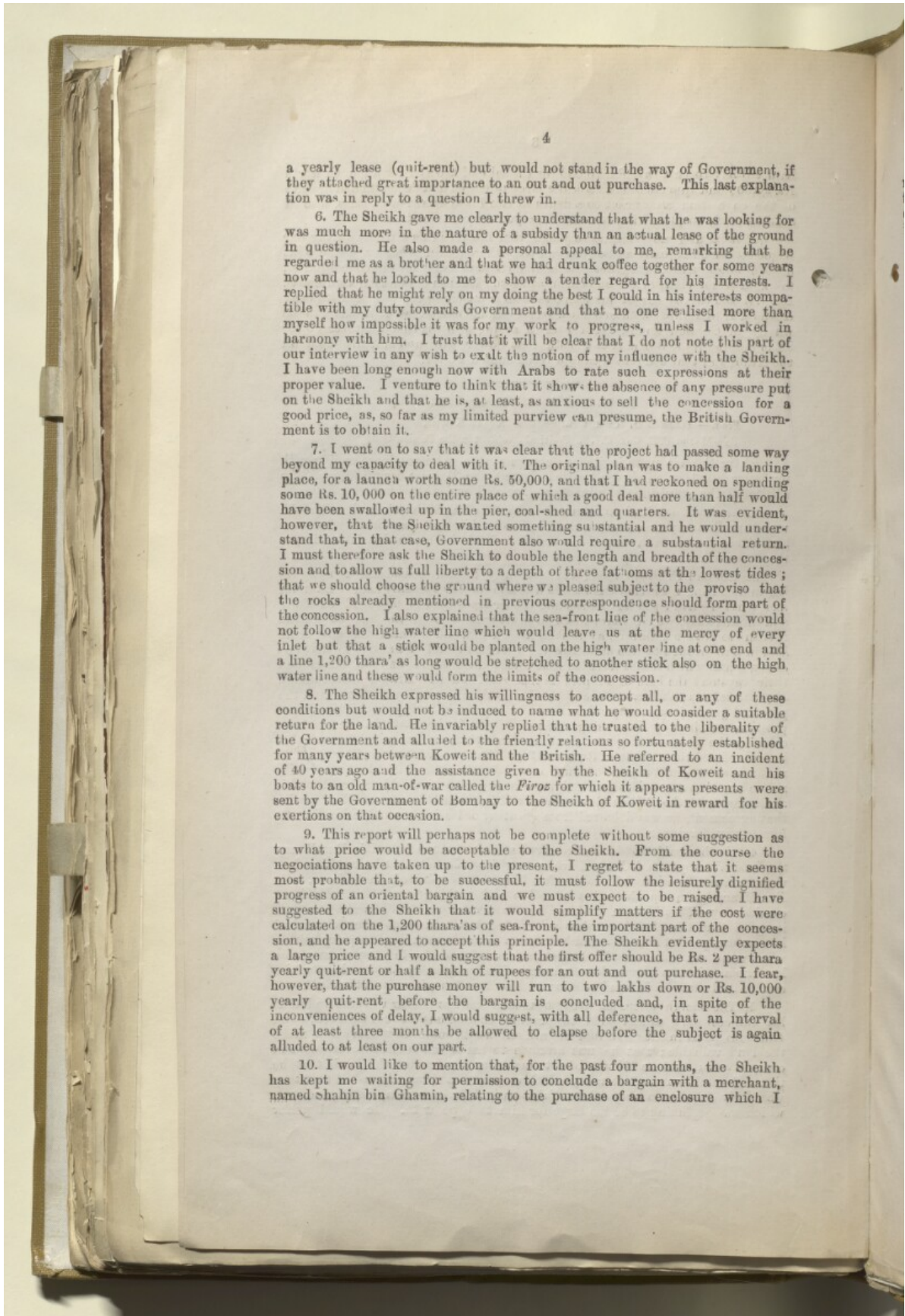
I have the honour to invite a reference to the correspondence ending with my letter No. 37 (Confidential), dated Koweit, the 21st January 1907, on the subject of the acquisition of a landing place at Shweikh harbour.

2. To-day I obtained an interview with Sheikh Mubarak and, after the usual preliminary greetings and coffee, I asked him to let me know what were his wishes as regards the land for which I had asked a concession from him on the 20th instant.

3. The Sheikh began a long and evidently careful considered reply. He began by saying that Arab Chiefs, his neighbours—he specially named Bahreini and Muskat—had large and flourishing properties which, if managed carefully and intelligently, would assure them large returns, whereas he had very little revenue to draw on, merely, so he said, his Customs dues which did not bring him in half enough to live on suitably. I naturally did not allude to his Fao date gardens which would have led him into a dissertation on the Turks and their ways and the lack of support he receives from the British Government. He pointed out that, as I knew, the duties that hospitality to Arabs and the poor and guests imposed upon him were costly and, owing to his increased prestige, continually increasing. He emphasized the fact that he had been asked by the Germans to give them these lands that we now asked for and that he had refused them; that a Russian Consul had pressed him to allow him to rent a house or grant a piece of land on which to build and that he had steadily refused, until, so he said, the Russian got angry with him. He referred to his agreement with the British Government and impressed upon me that, under that agreement, he was debarred from granting or leasing ground belonging to him to any foreigner.

4. He then said that he had received some assurance from His Excellency the late Viceroy, Lord Curzon, when he visited Koweit, that he would endeavour to obtain some allowance for him, but explained that, later, His Excellency gave up the reins of office and nothing came of it. I did not consider myself justified in making any comment on this assertion and I imagine that the Sheikh must have alluded to the incident when a sword of honour was presented to him and he made a somewhat ambiguous query asking what went with the sword. I would ask indulgence for the vagueness of this last explanation, as I write from memory of papers seen by me in the Bushire confidential record office and relating to His Excellency's visit to the Gulf.

5. The Sheikh proceeded to say that land was increasing in value and that his subjects had endeavoured to procure concessions at both Shweikh and Kathama point in the hope that the railway would some day come and make the land valuable; that he was anxious to assist the British Government in every way but that he did not like to name any price for the land, that he threw himself on the liberality of Government and merely asked that they would give him something substantial to assist him in meeting his expenditure, which was beginning to be too large for him to cope with. He would prefer



a yearly lease (quit-rent) but would not stand in the way of Government, if they attached great importance to an out and out purchase. This last explanation was in reply to a question I threw in.

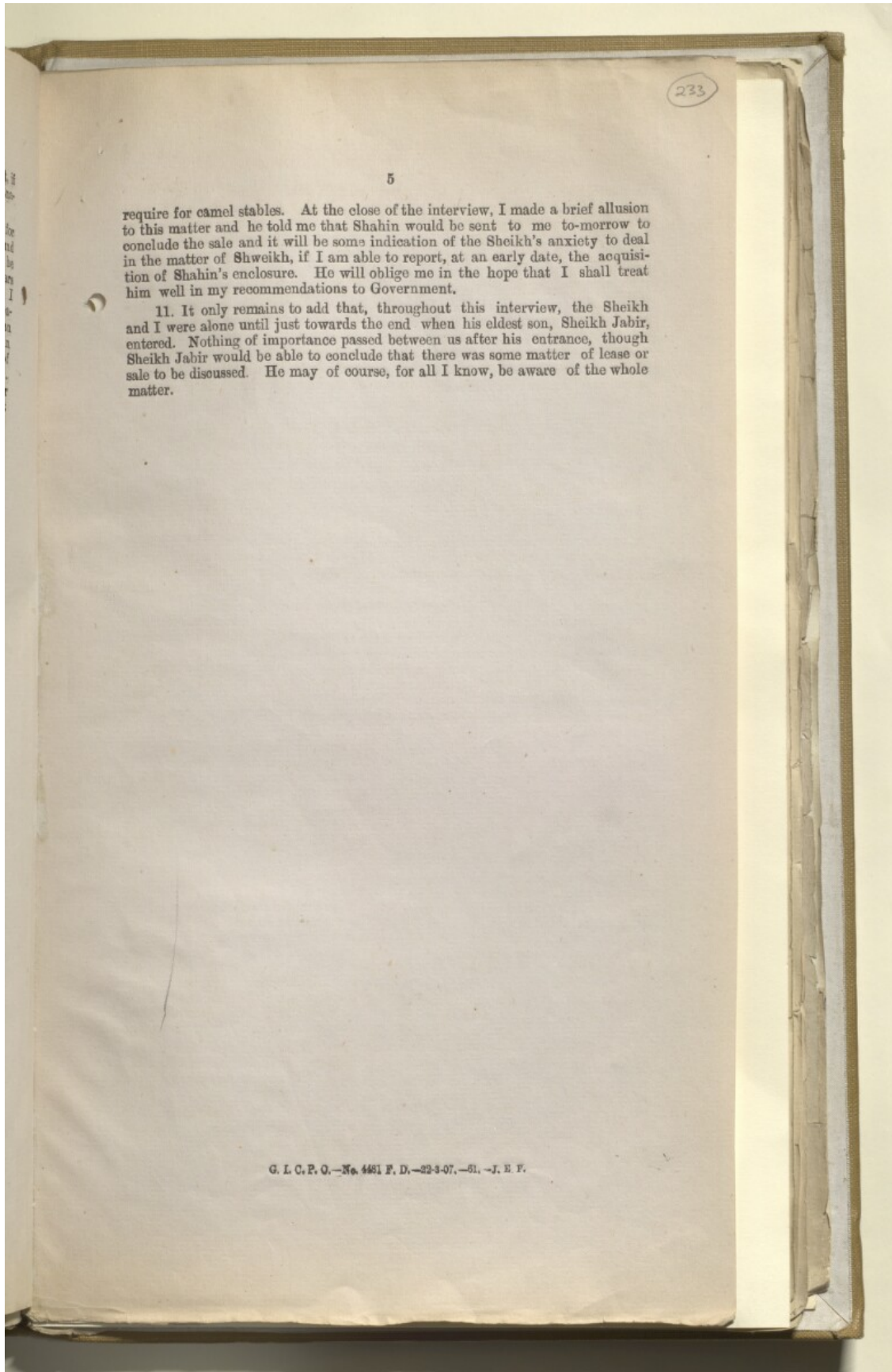
6. The Sheikh gave me clearly to understand that what he was looking for was much more in the nature of a subsidy than an actual lease of the ground in question. He also made a personal appeal to me, remarking that he regarded me as a brother and that we had drunk coffee together for some years now and that he looked to me to show a tender regard for his interests. I replied that he might rely on my doing the best I could in his interests compatible with my duty towards Government and that no one realised more than myself how impossible it was for my work to progress, unless I worked in harmony with him. I trust that it will be clear that I do not note this part of our interview in any wish to exult the notion of my influence with the Sheikh. I have been long enough now with Arabs to rate such expressions at their proper value. I venture to think that it shows the absence of any pressure put on the Sheikh and that he is, at least, as anxious to sell the concession for a good price, as, so far as my limited purview can presume, the British Government is to obtain it.

7. I went on to say that it was clear that the project had passed some way beyond my capacity to deal with it. The original plan was to make a landing place, for a launce worth some Rs. 50,000, and that I had reckoned on spending some Rs. 10,000 on the entire place of which a good deal more than half would have been swallowed up in the pier, coal-shed and quarters. It was evident, however, that the Sheikh wanted something substantial and he would understand that, in that case, Government also would require a substantial return. I must therefore ask the Sheikh to double the length and breadth of the concession and to allow us full liberty to a depth of three fathoms at the lowest tides; that we should choose the ground where we pleased subject to the proviso that the rocks already mentioned in previous correspondence should form part of the concession. I also explained that the sea-front line of the concession would not follow the high water line which would leave us at the mercy of every inlet but that a stick would be planted on the high water line at one end and a line 1,200 thara' as long would be stretched to another stick also on the high water line and these would form the limits of the concession.

8. The Sheikh expressed his willingness to accept all, or any of these conditions but would not be induced to name what he would consider a suitable return for the land. He invariably replied that he trusted to the liberality of the Government and alluded to the friendly relations so fortunately established for many years between Koweit and the British. He referred to an incident of 40 years ago and the assistance given by the Sheikh of Koweit and his boats to an old man-of-war called the *Firoz* for which it appears presents were sent by the Government of Bombay to the Sheikh of Koweit in reward for his exertions on that occasion.

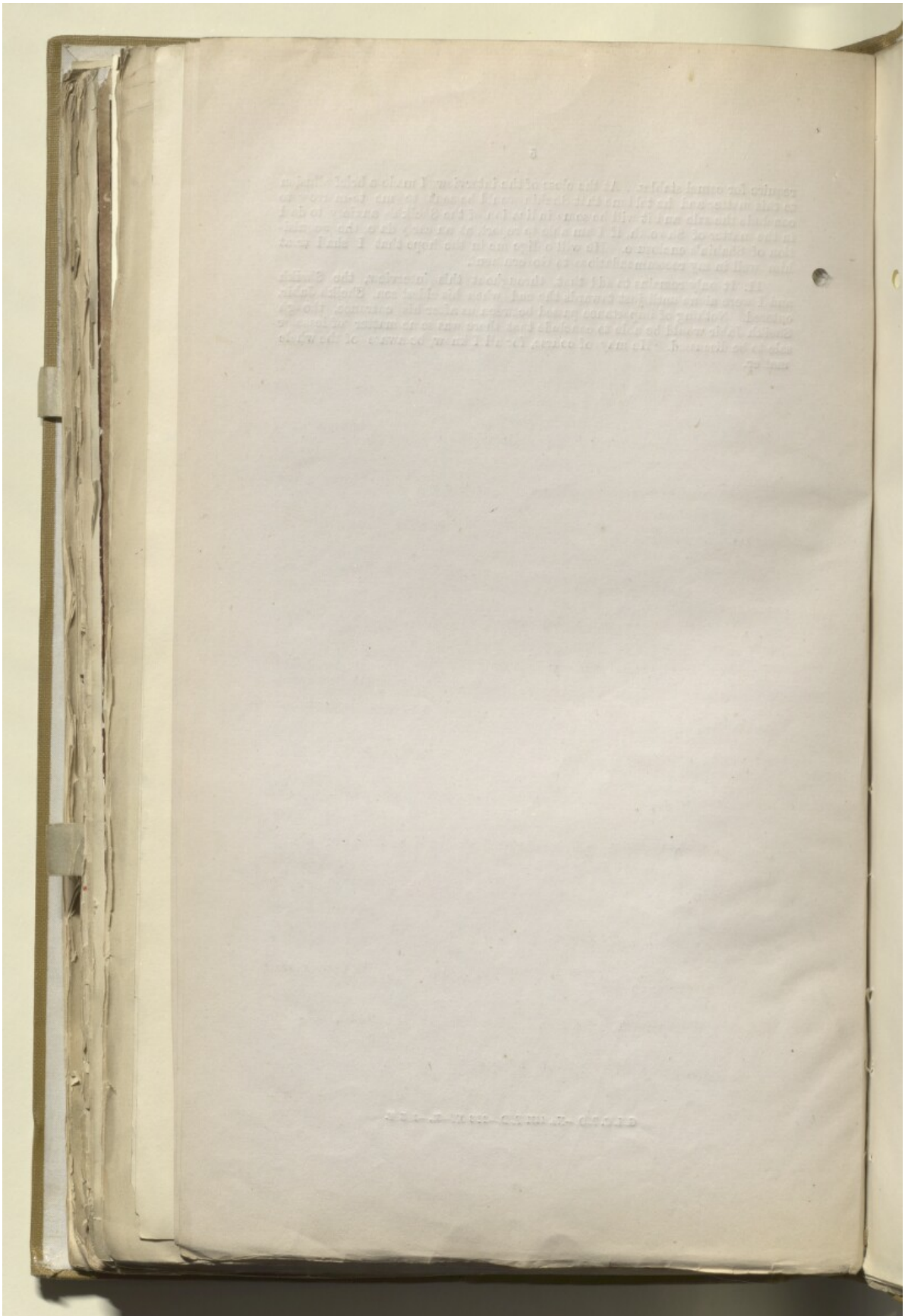
9. This report will perhaps not be complete without some suggestion as to what price would be acceptable to the Sheikh. From the course the negotiations have taken up to the present, I regret to state that it seems most probable that, to be successful, it must follow the leisurely dignified progress of an oriental bargain and we must expect to be raised. I have suggested to the Sheikh that it would simplify matters if the cost were calculated on the 1,200 thara'as of sea-front, the important part of the concession, and he appeared to accept this principle. The Sheikh evidently expects a large price and I would suggest that the first offer should be Rs. 2 per thara yearly quit-rent or half a lakh of rupees for an out and out purchase. I fear, however, that the purchase money will run to two lakhs down or Rs. 10,000 yearly quit-rent before the bargain is concluded and, in spite of the inconveniences of delay, I would suggest, with all deference, that an interval of at least three months be allowed to elapse before the subject is again alluded to at least on our part.

10. I would like to mention that, for the past four months, the Sheikh has kept me waiting for permission to conclude a bargain with a merchant, named shahin bin Ghamin, relating to the purchase of an enclosure which I



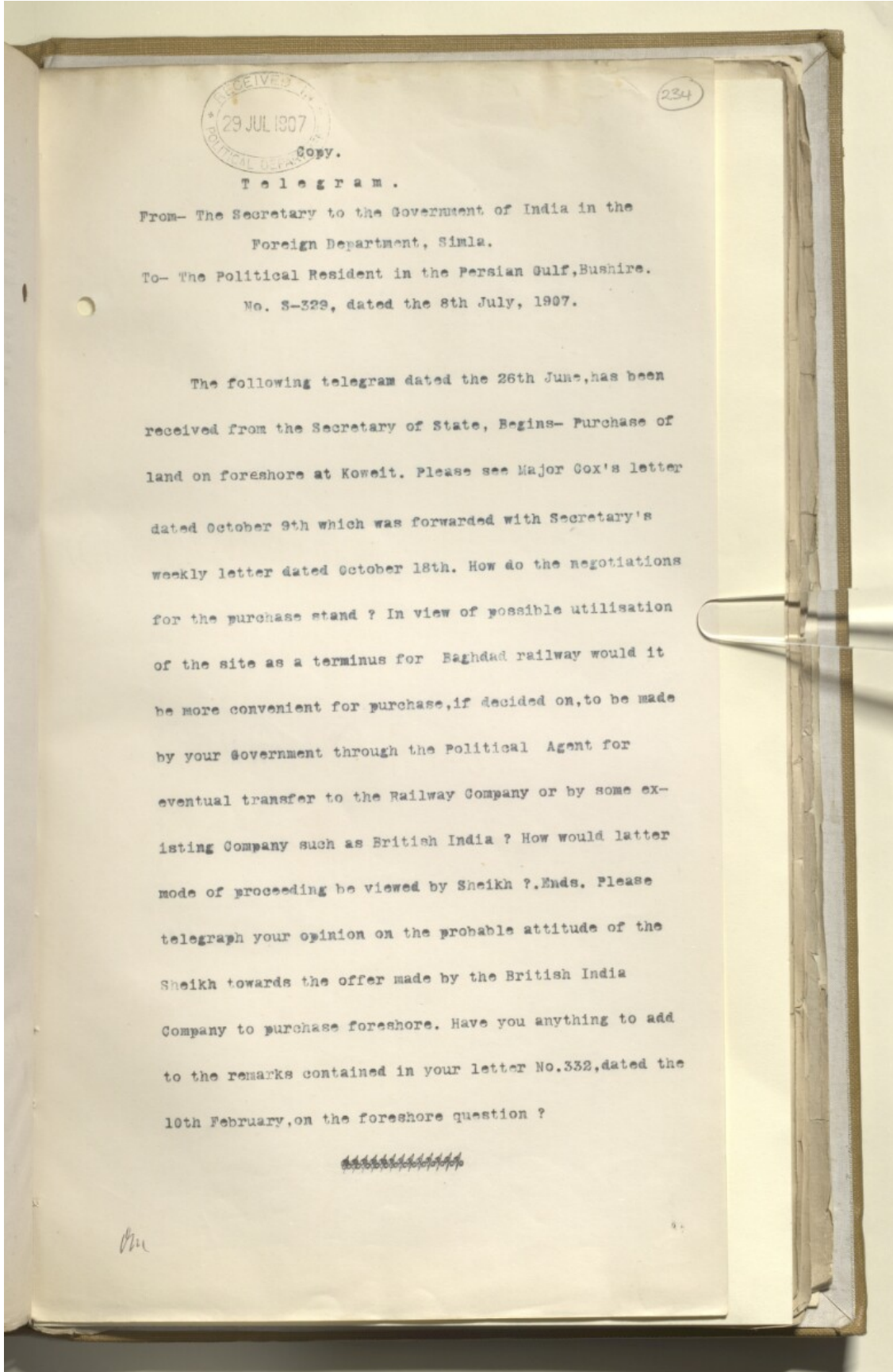


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. [٢٣٣ظ] (٢٩٤/٢٢٤)



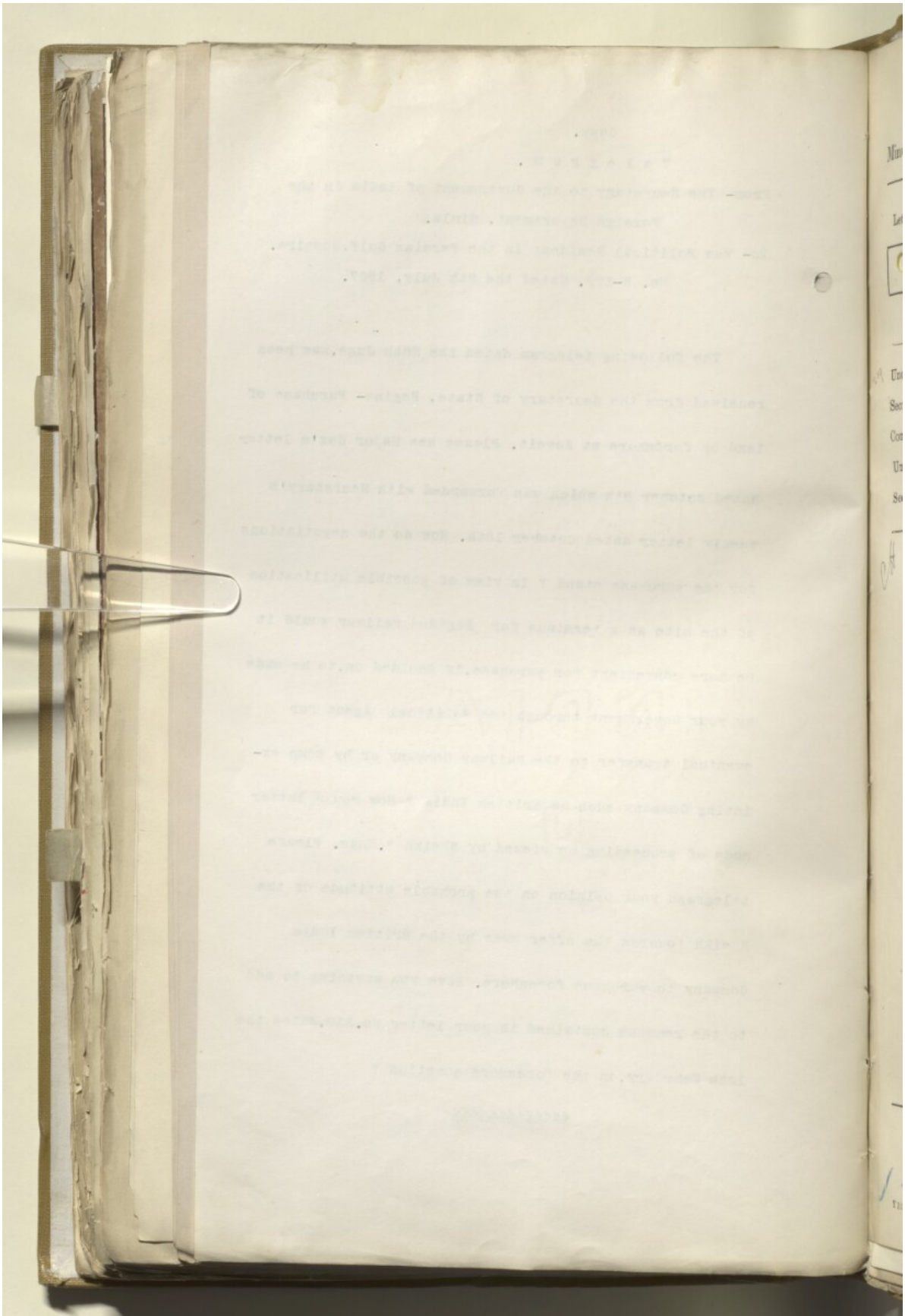


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٣٤و] (٢٩٤/٢٢٥)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٣٤ظ] (٢٩٤/٢٢٦)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي"
١٩٠٧. [٢٣٥] [٢٩٤/٢٢٧]

(235)

Register No. 3347

Minute Paper. SECRET DEPARTMENT.

Letter from 70 Dated } 20 July 1907.
Rec. }

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	22 July	NR	Bagdad Railway Negotiations with Sheikh of Kuwait for purchase of franchise. Provision of land for Private Agent.
Secretary of State	22	AG	
Committee	22	MR	
Under Secretary.....	23	NR	
Secretary of State	23	NR	

Copy to India 2 August '07
Secy 31 Copy to Army (1900-01)
20.9.07 (26/07)

Mr. L. M. L. V. C.

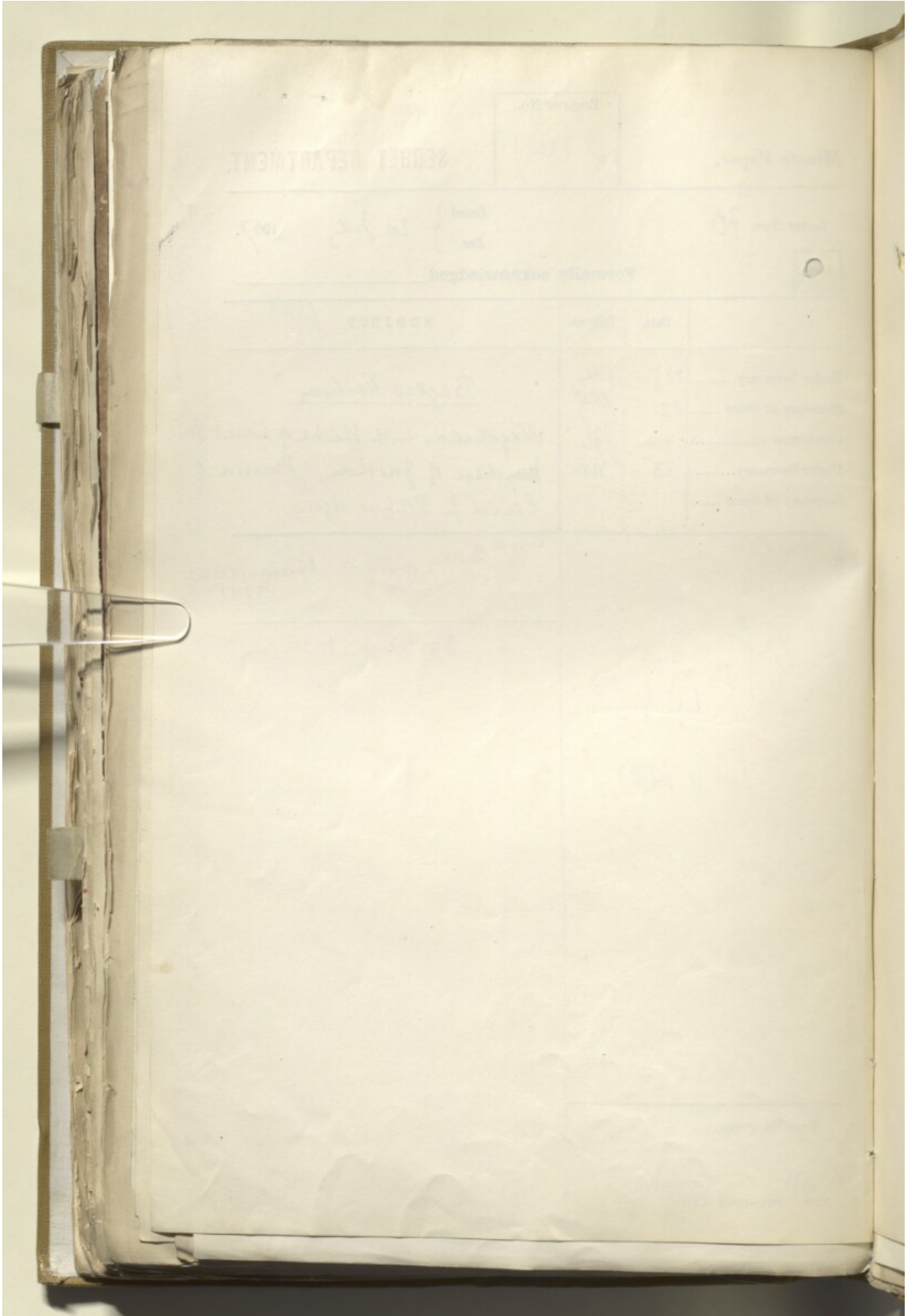
CH
Sent
AG 23 July 07
Sent 4
AG. 23/7/07

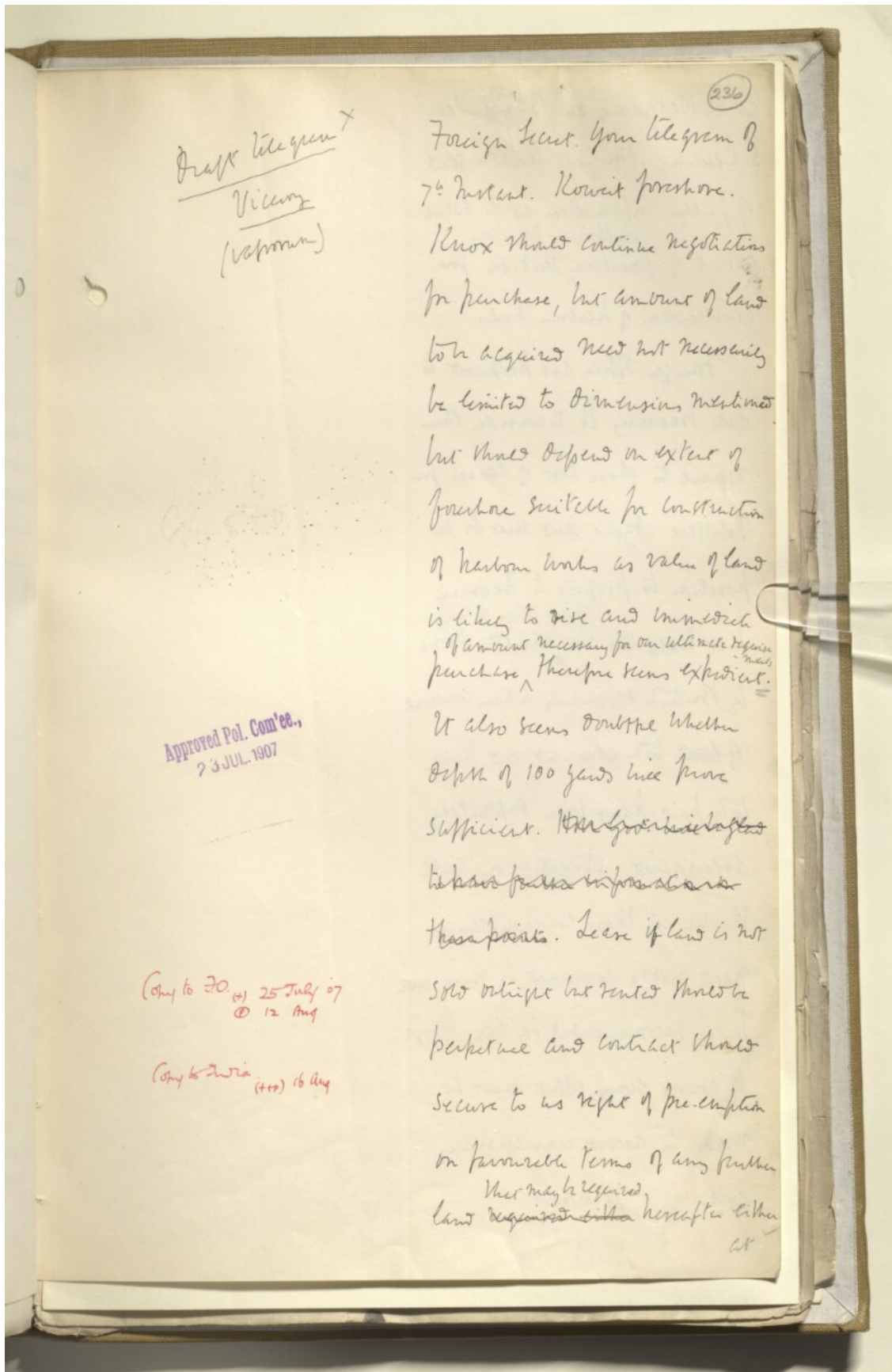
Previous Papers:— 1102

Y 11801. 2003.—1/1908. L 652.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٣٥ظ] (٢٩٤/٢٢٨)





Draft Telegram
Viceroy
(Knox)

Approved Pol. Com'ee.,
23 JUL. 1907

(Copy to FO. (H) 25 July 07
D 12 Aug

(Copy to India. (H) 16 Aug

(236)
Foreign Secy. Your telegram of
7th inst. Kowit foreshore.
Knox should continue negotiations
for purchase, but amount of land
to be acquired need not necessarily
be limited to dimensions mentioned
but should depend on extent of
foreshore suitable for construction
of harbor works as value of land
is likely to rise and immediate
of amount necessary for our ultimate ^{needs} purchase, therefore seems expedient.
It also seems doubtful whether
depth of 100 yards will prove
sufficient. ~~Has Government~~
~~to have further information~~
these points. Learn if land is not
sold outright but rented should be
perpetual and contract should be
secure to us right of pre-emption
on favorable terms of any further
that may be required.
Land ~~acquired~~ ^{may be required} hereafter either
at



at El Kathama or Binden-es-
Scheweik. HM Govt under glass
of further information as to force
in Kuwait territory
extent of proposed sentinels for
construction of harbor works

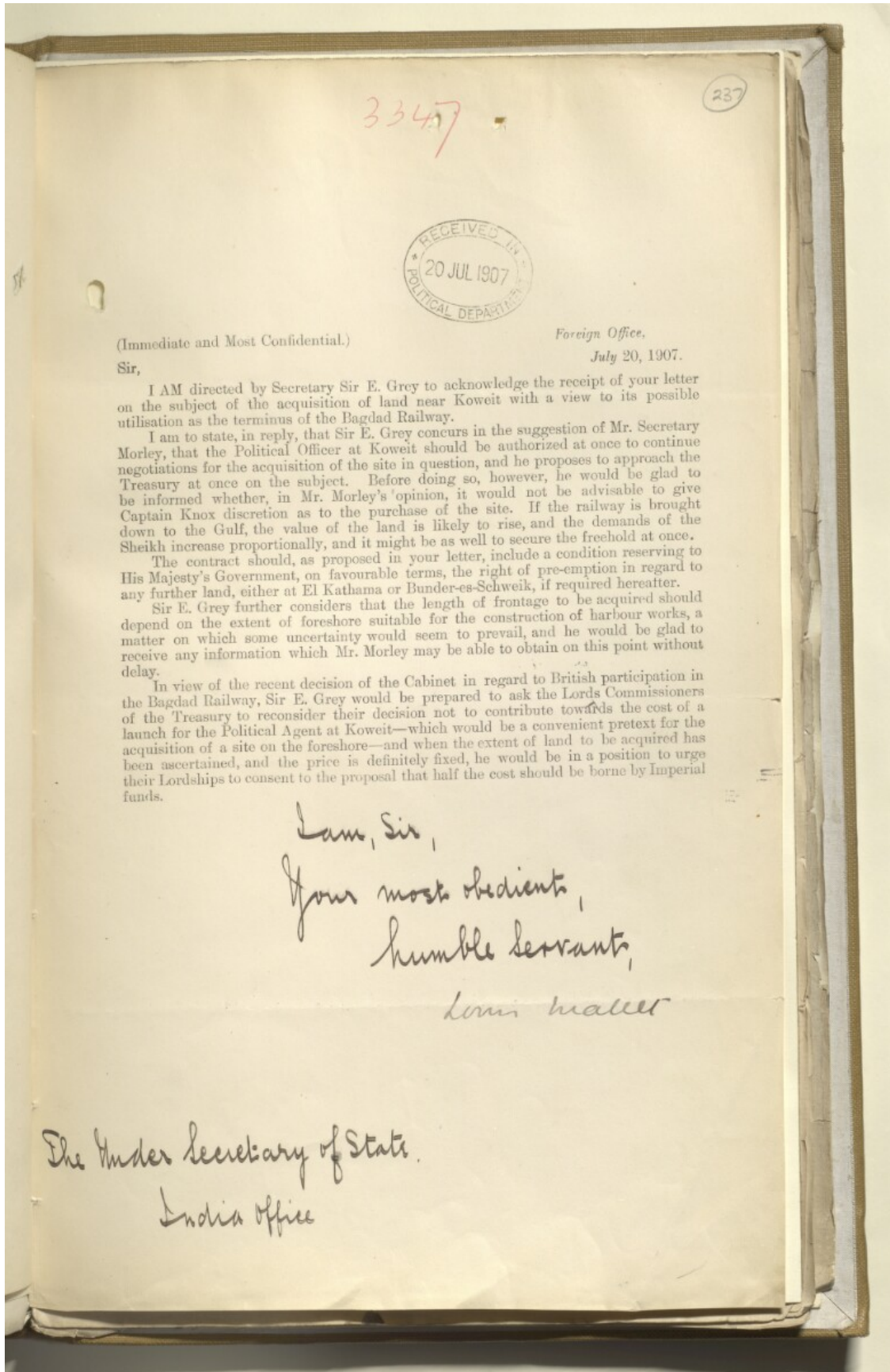
Foreign Office are prepared to
ask Treasury to reconsider their
oppose to their cost of launch for
Police Agent and vice is in
position to propose to Treasury
of purchase of land
that half the cost should be borne
by British revenues when amount
of land to be acquired and price
to be paid have been definitely
ascertained. Negotiations will
be held in these circumstances
need not be governed by maximum
price recommended by Lord Curzon
of course every effort must be
made to avoid unnecessary
cost.

W. L. G.
H. M.

Sent x
18 21/7/07



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٣٧و] (٢٩٤/٢٣١)



(Immediate and Most Confidential.)

Foreign Office,

July 20, 1907.

Sir,

I AM directed by Secretary Sir E. Grey to acknowledge the receipt of your letter on the subject of the acquisition of land near Kuwait with a view to its possible utilisation as the terminus of the Bagdad Railway.

I am to state, in reply, that Sir E. Grey concurs in the suggestion of Mr. Secretary Morley, that the Political Officer at Kuwait should be authorized at once to continue negotiations for the acquisition of the site in question, and he proposes to approach the Treasury at once on the subject. Before doing so, however, he would be glad to be informed whether, in Mr. Morley's opinion, it would not be advisable to give Captain Knox discretion as to the purchase of the site. If the railway is brought down to the Gulf, the value of the land is likely to rise, and the demands of the Sheikh increase proportionally, and it might be as well to secure the freehold at once.

The contract should, as proposed in your letter, include a condition reserving to His Majesty's Government, on favourable terms, the right of pre-emption in regard to any further land, either at El Kathama or Bunder-es-Schweik, if required hereafter.

Sir E. Grey further considers that the length of frontage to be acquired should depend on the extent of foreshore suitable for the construction of harbour works, a matter on which some uncertainty would seem to prevail, and he would be glad to receive any information which Mr. Morley may be able to obtain on this point without delay.

In view of the recent decision of the Cabinet in regard to British participation in the Bagdad Railway, Sir E. Grey would be prepared to ask the Lords Commissioners of the Treasury to reconsider their decision not to contribute towards the cost of a launch for the Political Agent at Kuwait—which would be a convenient pretext for the acquisition of a site on the foreshore—and when the extent of land to be acquired has been ascertained, and the price is definitely fixed, he would be in a position to urge their Lordships to consent to the proposal that half the cost should be borne by Imperial funds.

Yours, Sir,

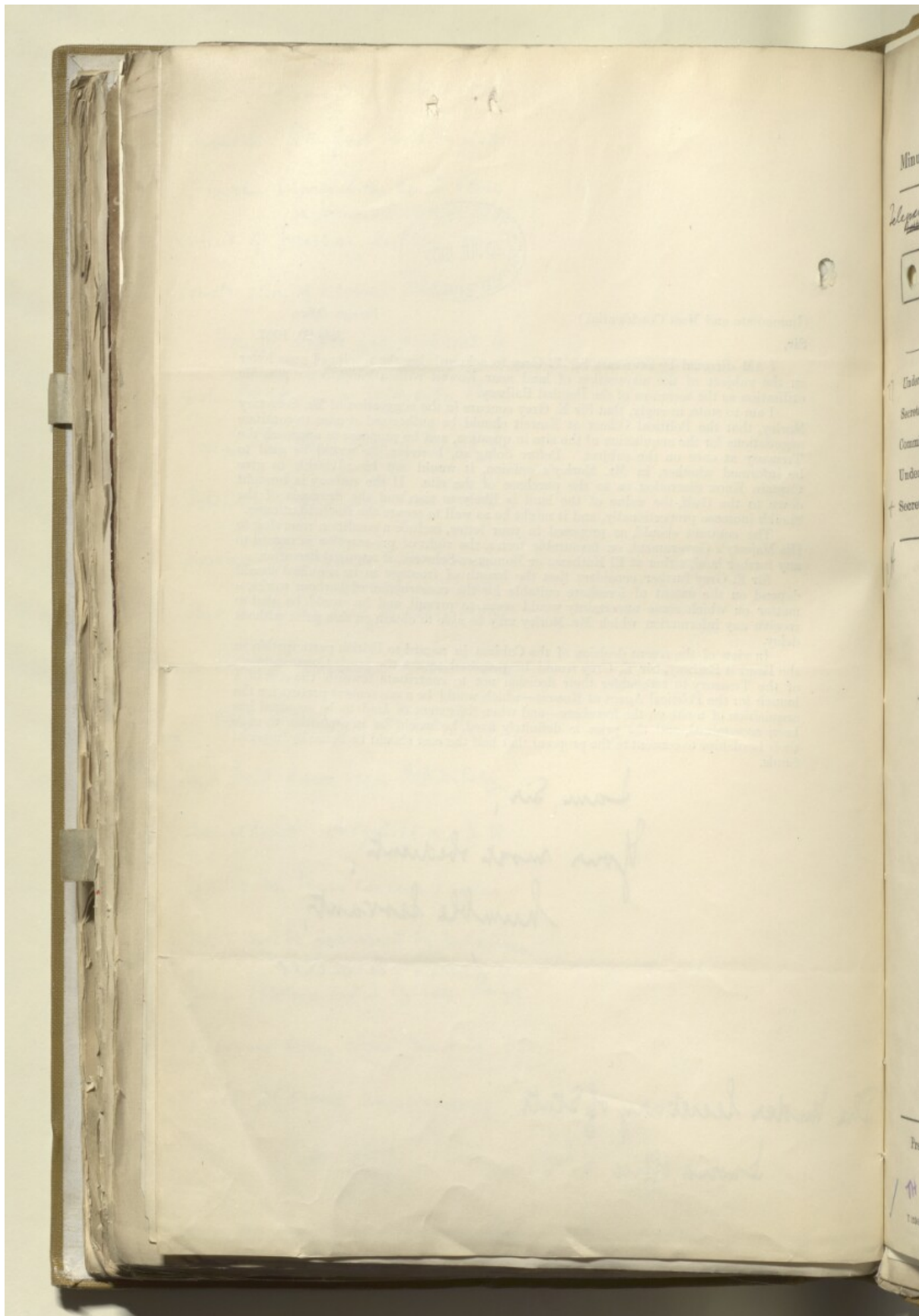
Your most obedient,
humble servant,

Louis Mallet

The Under Secretary of State.
India Office



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٣٧ظ] (٢٩٤/٢٣٢)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٣٨و] (٢٩٤/٢٣٣)

238

Register No. **1132** **SECRET DEPARTMENT.**

Minute Paper.

Telegram Letter from Viceroy Dated 7 July 1907. Rec. 8

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	9/7	nu	Bagdad Railway.
Secretary of State	10	ag	negotiations with Sheikh of
Committee	10.	IM.	Koweit for purchase of foreshore.
Under Secretary.....	16	nu	terms proposed by Govt. of India.
+ Secretary of State	16	ag	

Copy to India 19 July 07 Secy. 29.

Draft L.F.O.

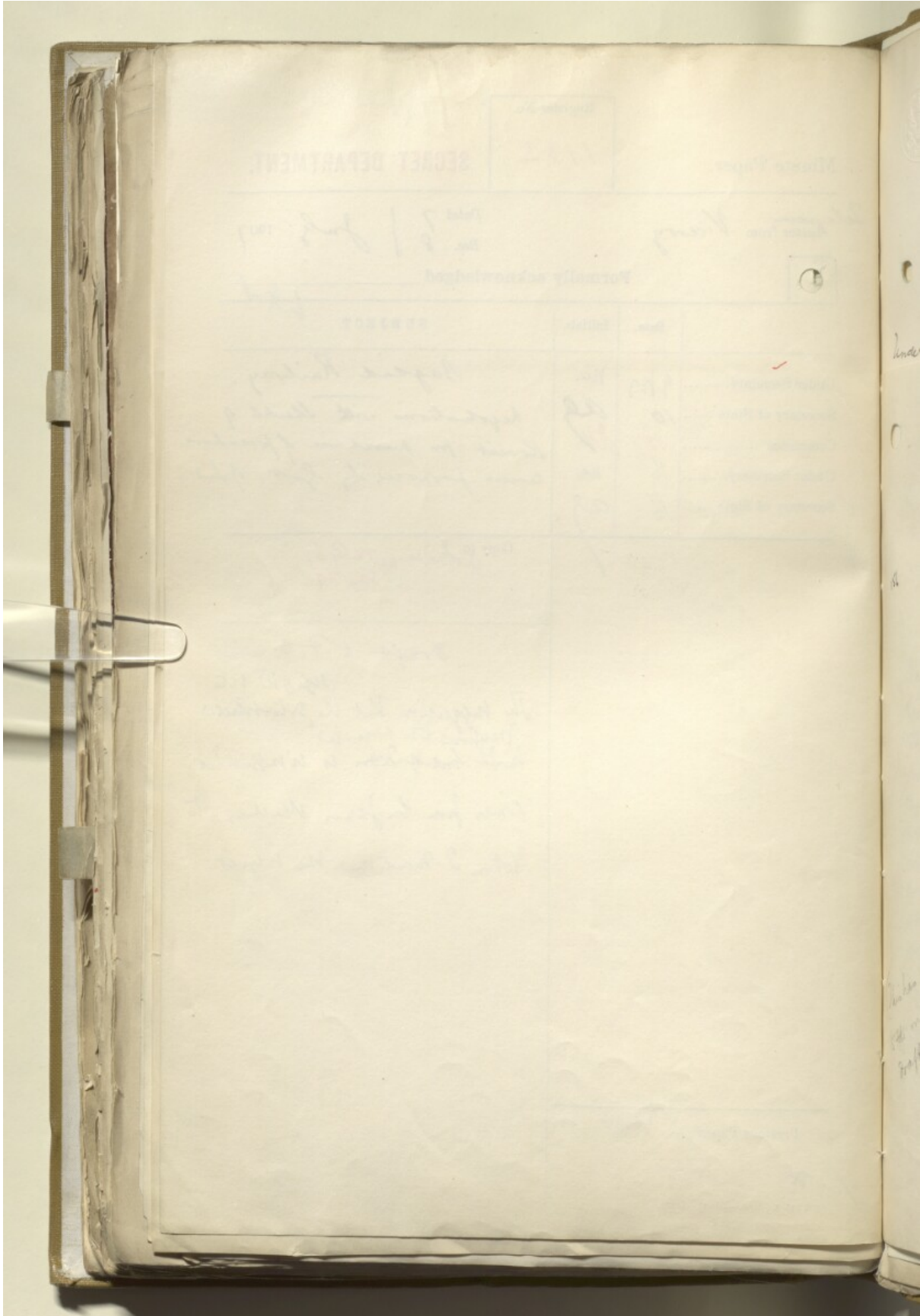
The suggestion that the site ^{size of the site} proposed for acquisition is insufficient comes from Sir James Macdonald, to whom I mentioned the subject.

Previous Papers:— 3165

Y 12508. 1000.—4/1907. I. 575.

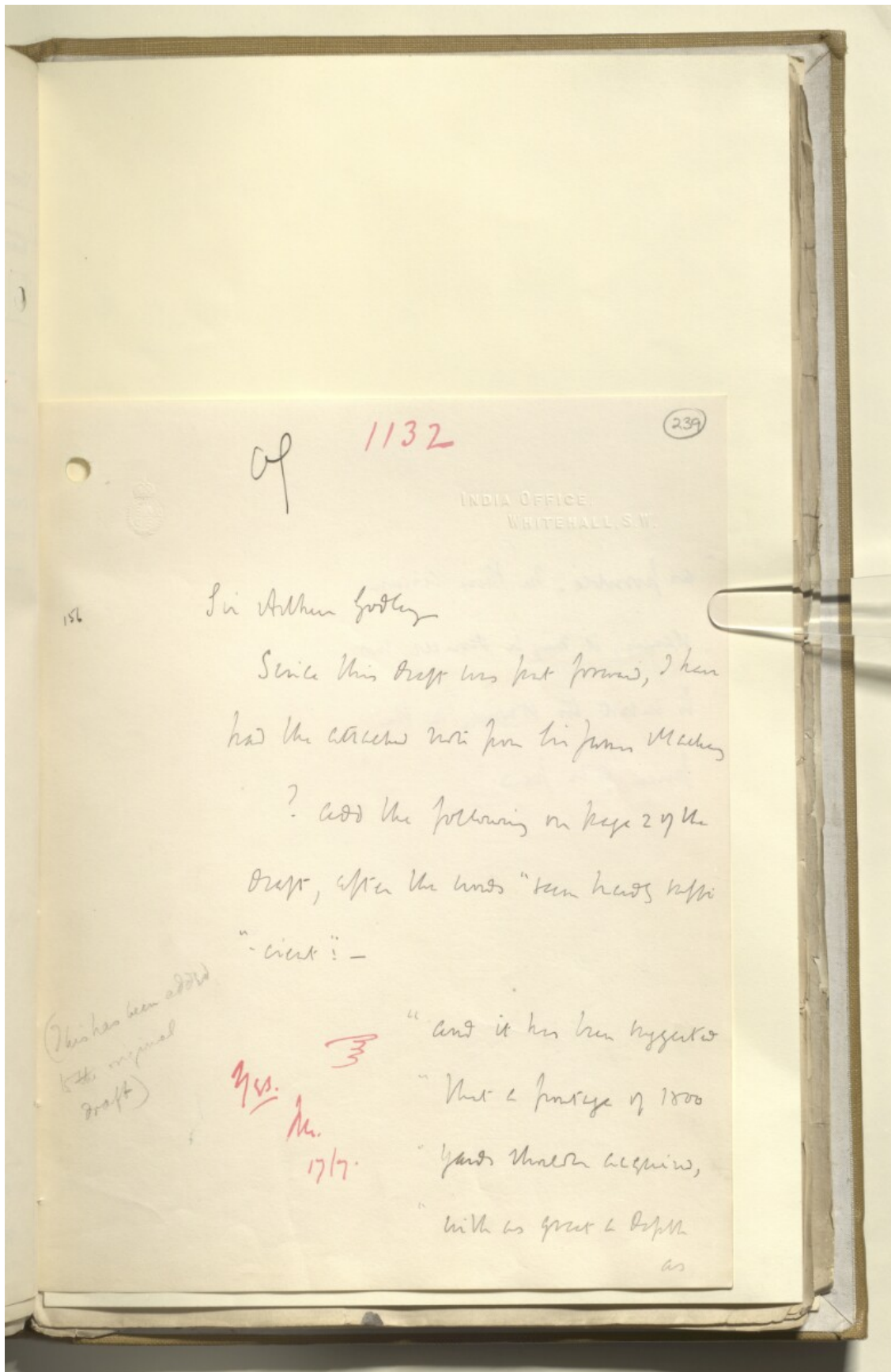


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. [٢٣٨ظ] (٢٩٤/٢٣٤)



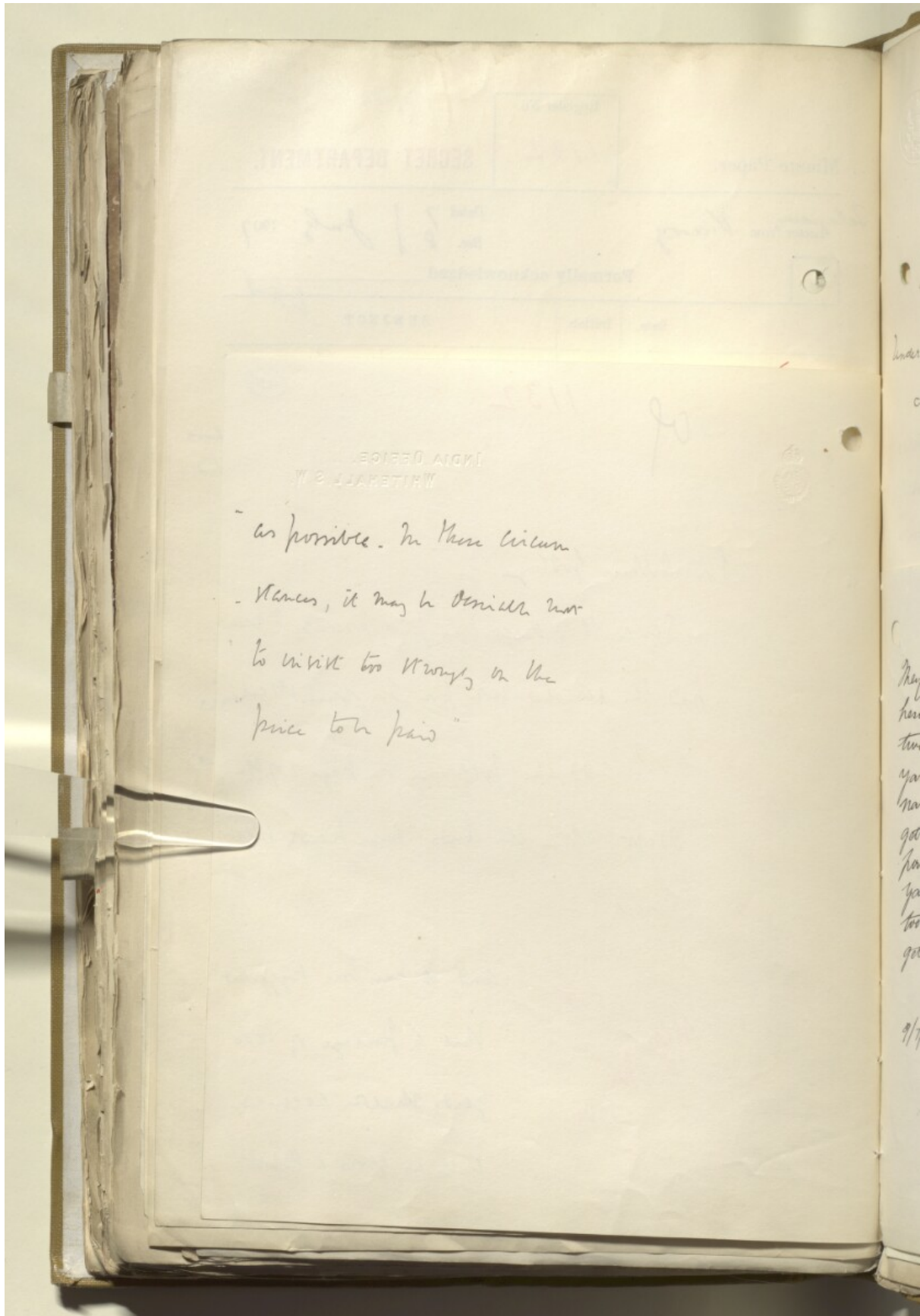


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. [٢٣٩و] (٢٩٤/٢٣٥)



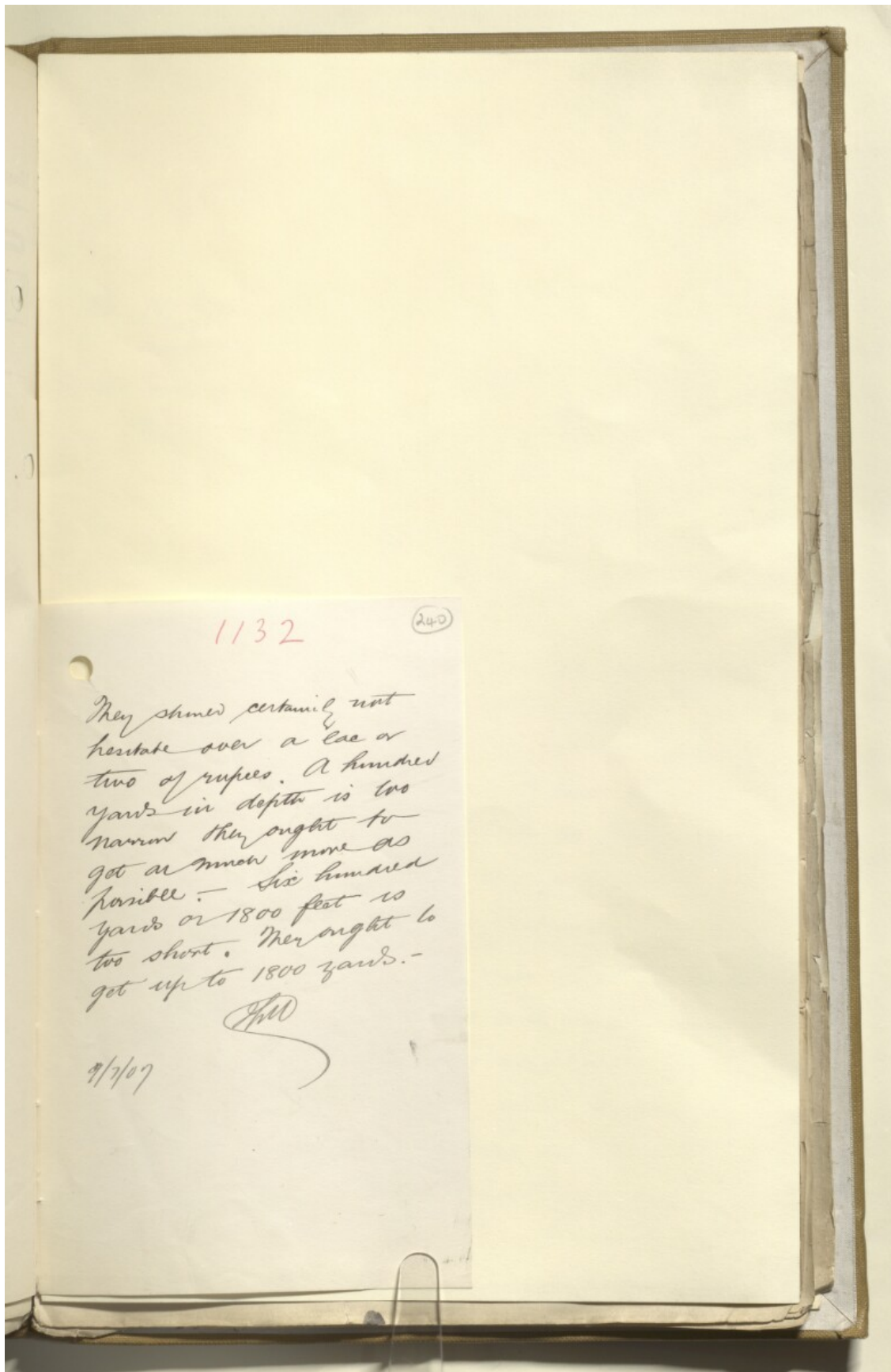


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. [٢٣٩ظ] (٢٩٤/٢٣٦)



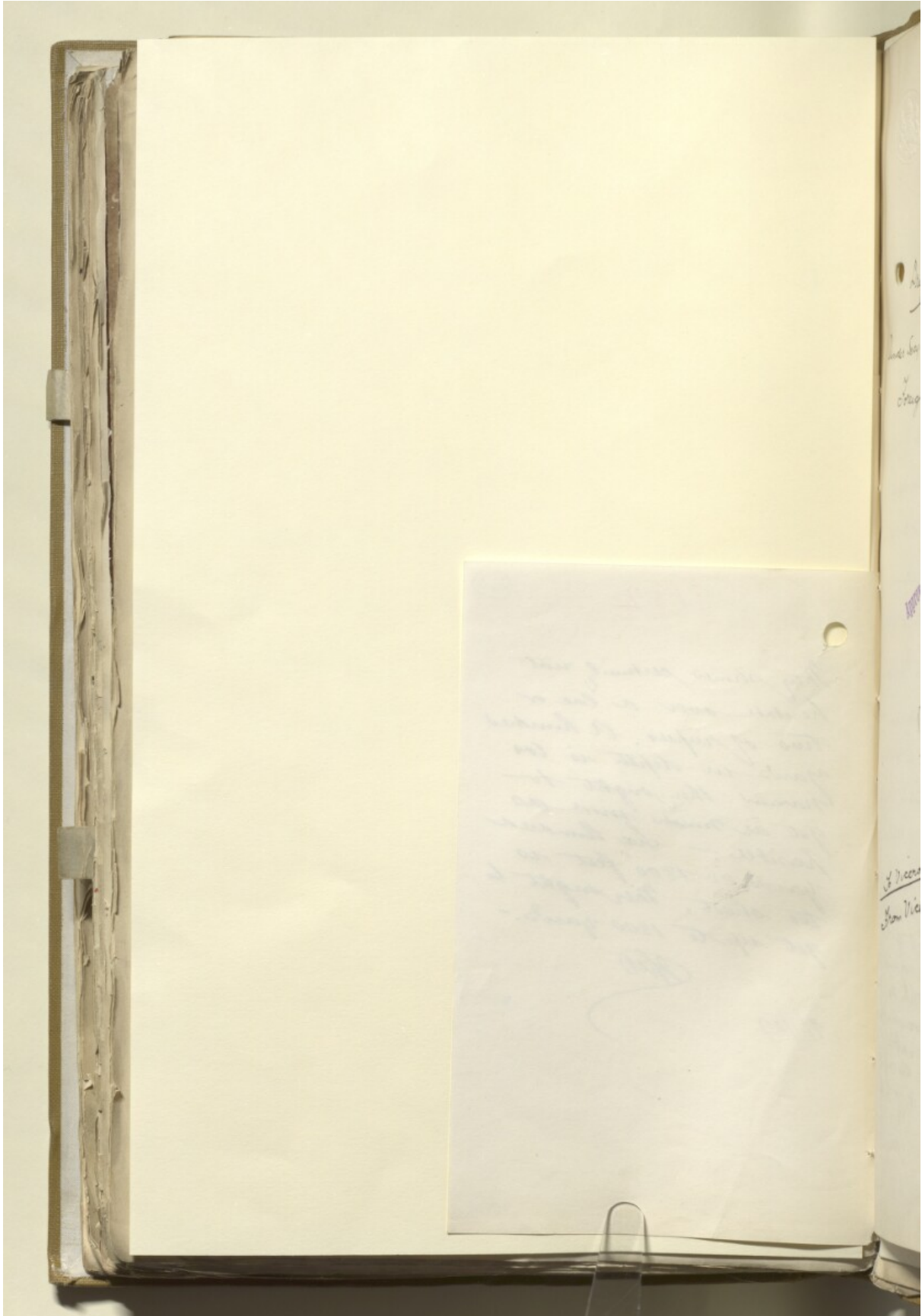


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٤٠و] (٢٩٤/٢٣٧)



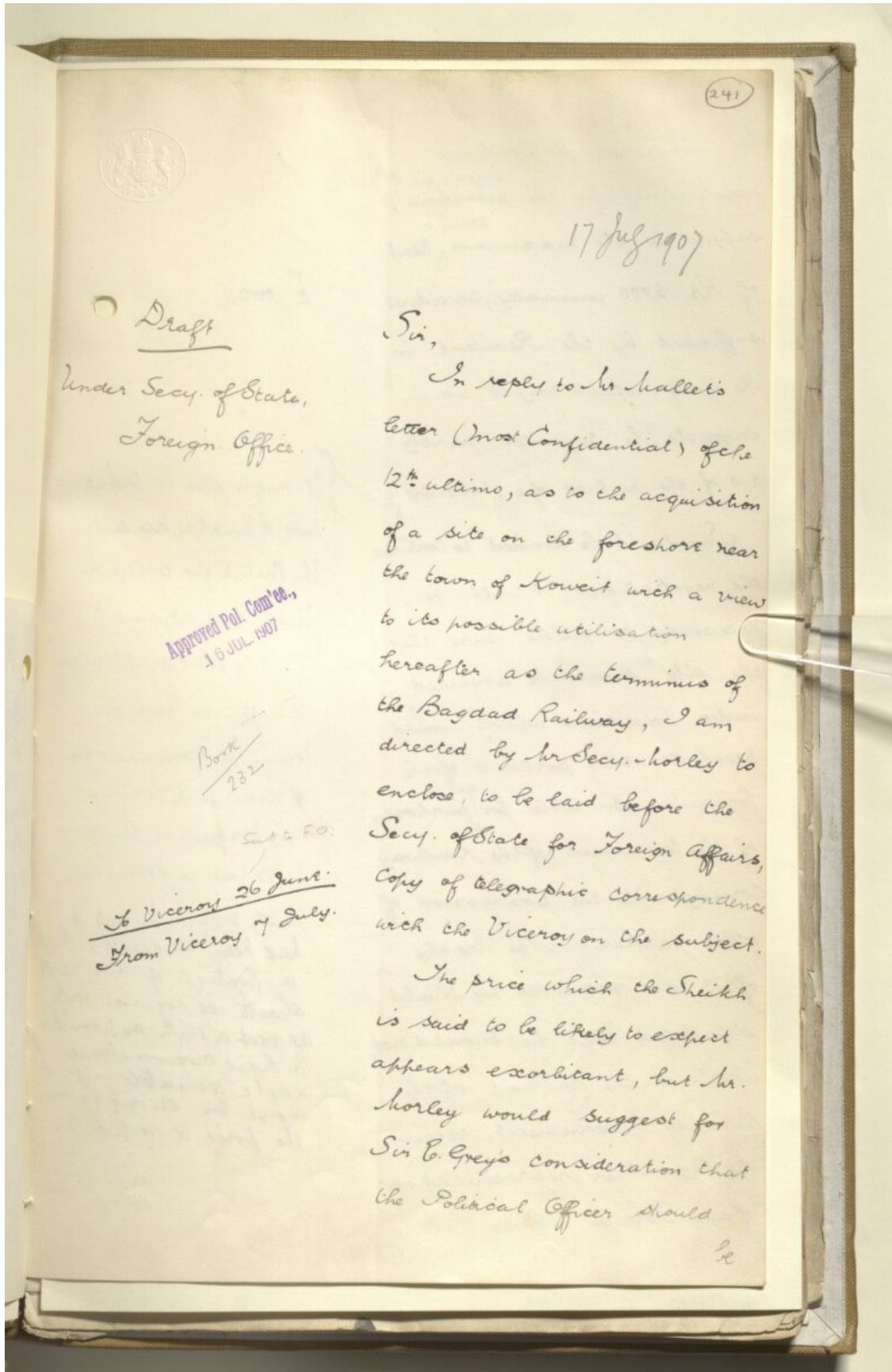


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[٢٤٠ظ] (٢٩٤/٢٣٨)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي"
١٩٠٧. [١٩٠٧] (٢٩٤/٢٣٩)



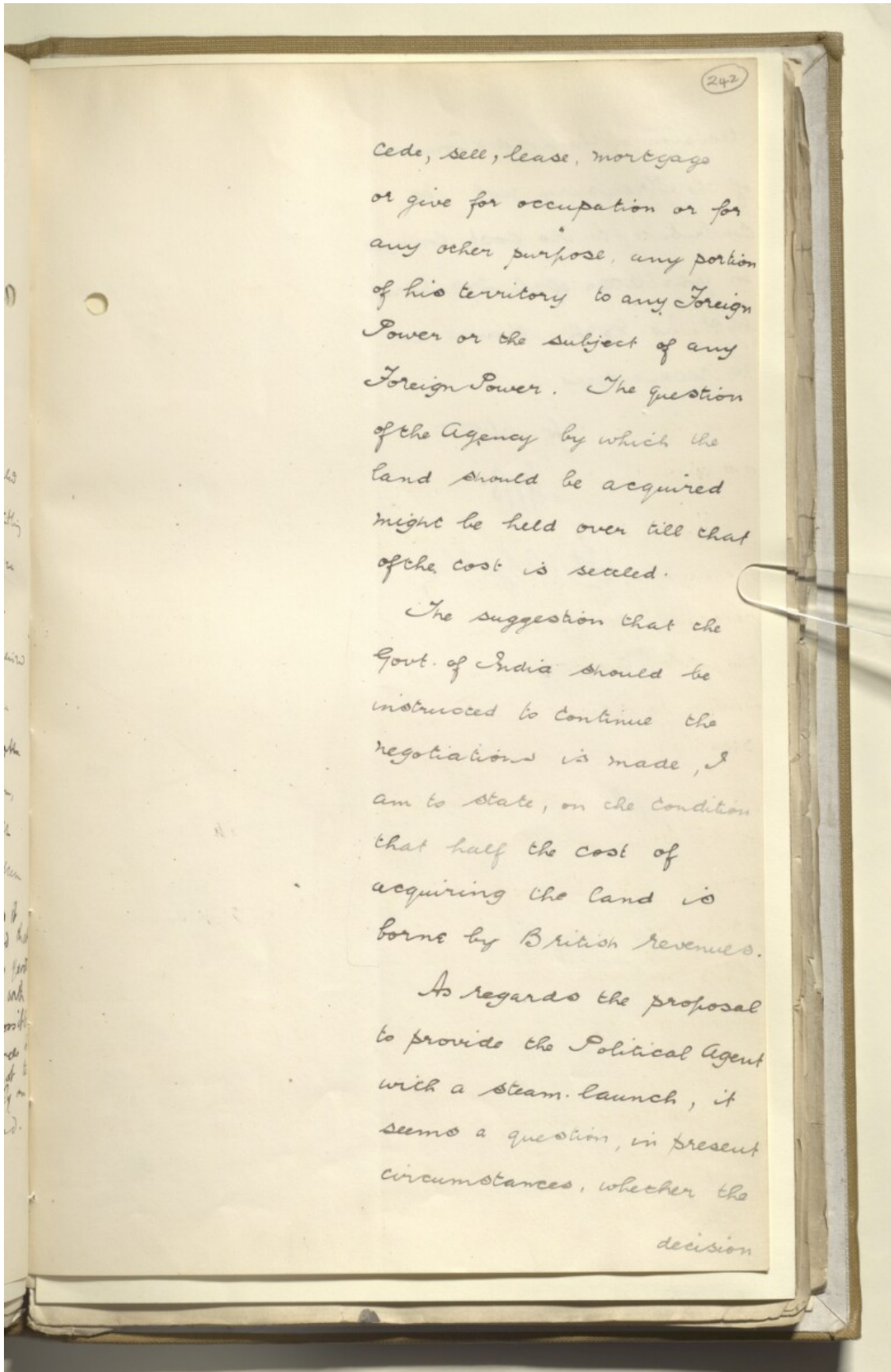


be authorized to continue
negotiations for the ^{acquisition of the site} purchase,
subject to the maximum ^{annual} rent
of Rs. 15,000 annually, considered
sufficient by the Resident in
the Gulf, which might, as he
suggests, be regarded partly
as of the nature of a subsidy.

£ 1000

Should it be decided to continue
the negotiations, it will be
necessary to make sure that
the site ~~should be~~ ^{is} acquired
under conditions which ^{will} ~~would~~
preclude other portions of the
foreshore, suitable for ^{the} purposes
of the terminus of the railway,
coming into the possession of
other parties. The treaty
of 23 Jan. 1899 with the Sheikh
stipulated that he should not,
without the consent of the
British Government, receive
the Agent or representative
of any Foreign Power, or
cede

It might also be coupled
with a condition ~~that~~ ^{that} the
British Govt. to acquire
further land adjacent to
the site ~~which~~, if required
hereafter, on favorable
terms. The dimensions of the
plot named in the telegram,
viz 600 yards in length
by 100 yards in breadth, seem
hardly sufficient, and it
has been suggested that
a frontage of 800 yards
should be acquired with
as great a depth as possible.
In these circumstances it
may be desirable not to
insist too strongly on
the price to be paid.



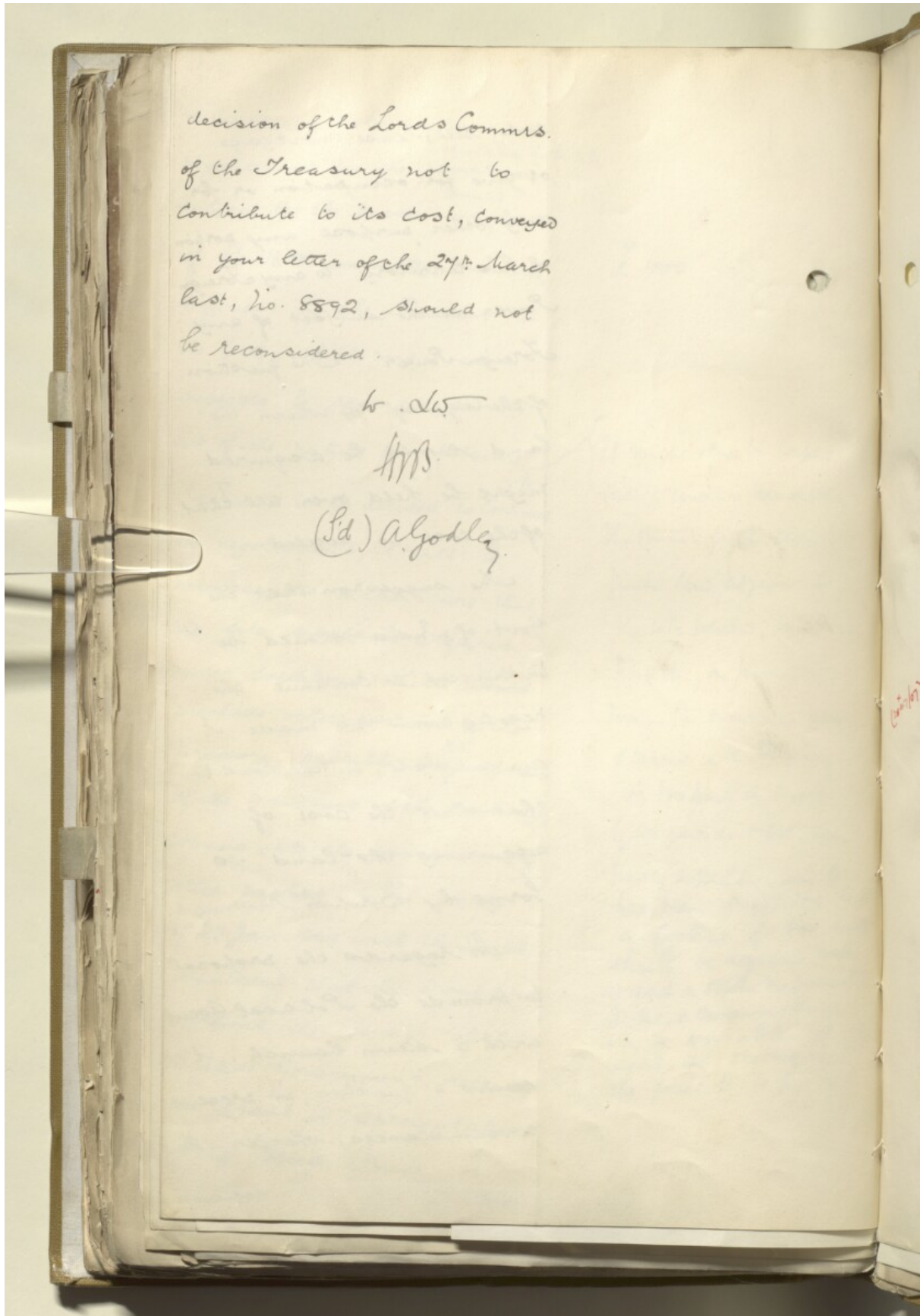
Cede, sell, lease, mortgage
or give for occupation or for
any other purpose, any portion
of his territory to any Foreign
Power or the subject of any
Foreign Power. The question
of the Agency by which the
land should be acquired
might be held over till that
of the cost is settled.

The suggestion that the
Govt. of India should be
instructed to continue the
negotiations is made, I
am to state, on the condition
that half the cost of
acquiring the land is
borne by British revenues.

As regards the proposal
to provide the Political Agent
with a steam launch, it
seems a question, in present
circumstances, whether the
decision

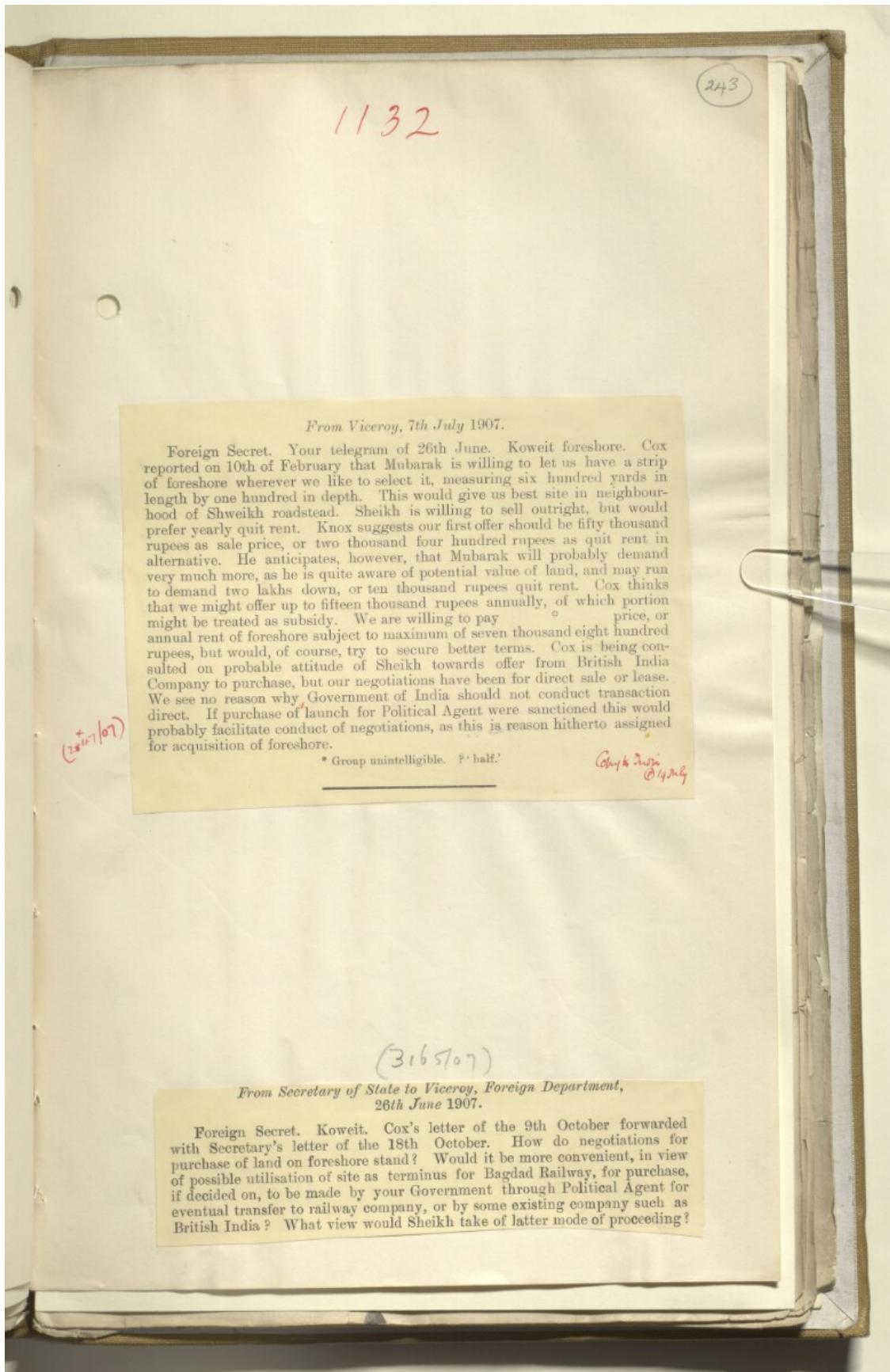


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٤٢ ظ] (٢٩٤/٢٤٢)



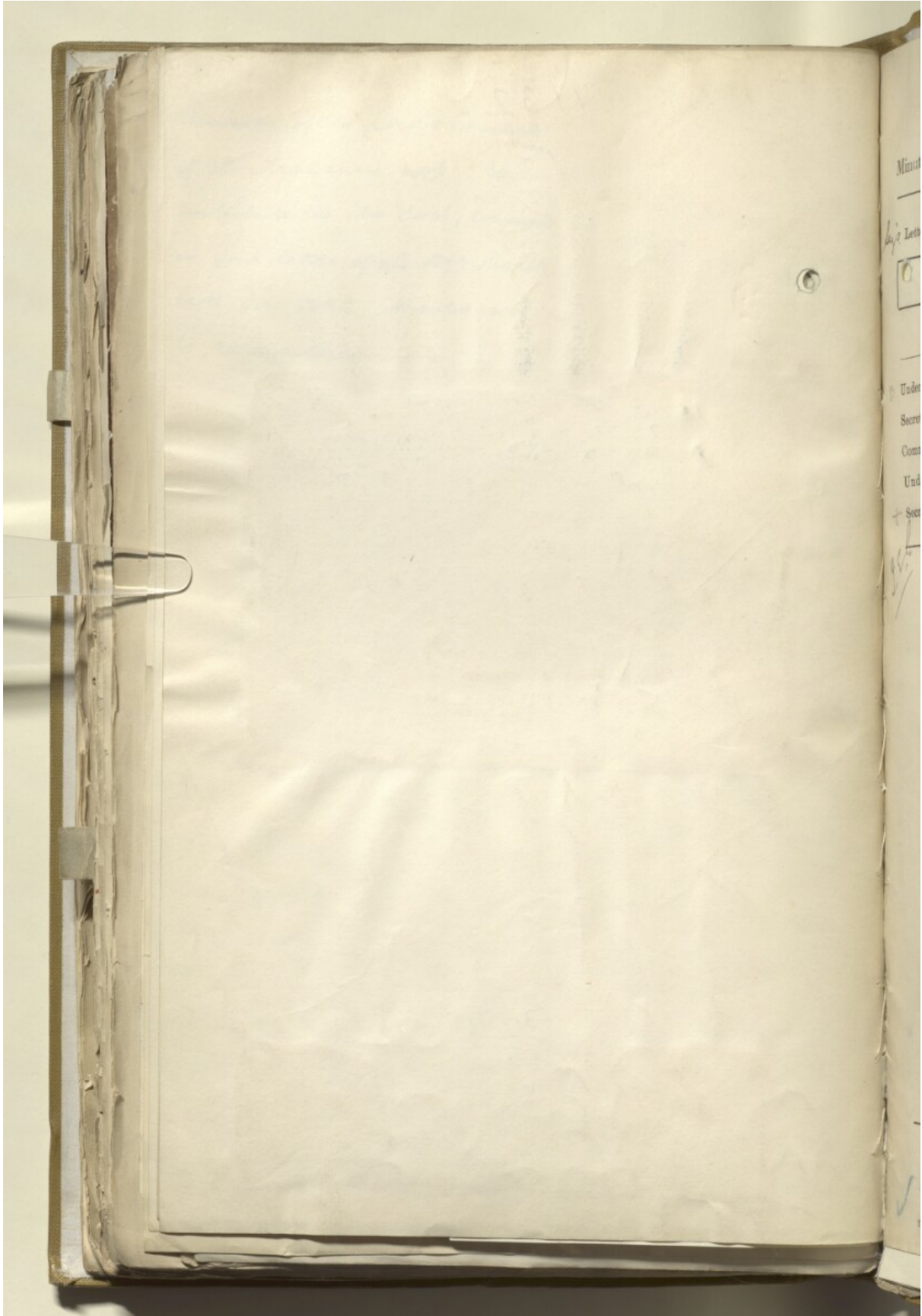


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. [٢٤٣و] (٢٩٤/٢٤٣)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[٢٤٣ظ] (٢٩٤/٢٤٤)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٤٤و] [٢٩٤/٢٤٥]

(244)

Register No.
1846

Minute Paper.

SECRET DEPARTMENT.

Seq's. Letter from India, ha 42 M., Dated 18 Oct. 1906.
Rec. 3 Nov.

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	9 Nov	Mc	Koweit. Readiness of Sheikh Mubarak ^{to grant} a portion of the foreshore, desired for the housing of the proposed launch for the Pol. Agent, and for quarters for the crew.
Secretary of State	10	Mc	
Committee	11.	Mc	
Under Secretary.....	20	Mc	
Secretary of State	21	ag	

Copy to India (of li. to 20)
30 November 1906
Seq 48

For information

The early history of this case is told in para. 25 of the External Memorandum for March 1906 (Hoged below)

867/06
2667/06
Sir N. O'Connor, in his despatch of 6th Feb. 1906, advocated caution. He considered that it "would be advisable to proceed carefully & at first to be content with building quarters for the boat's crew. The rest will follow gradually."

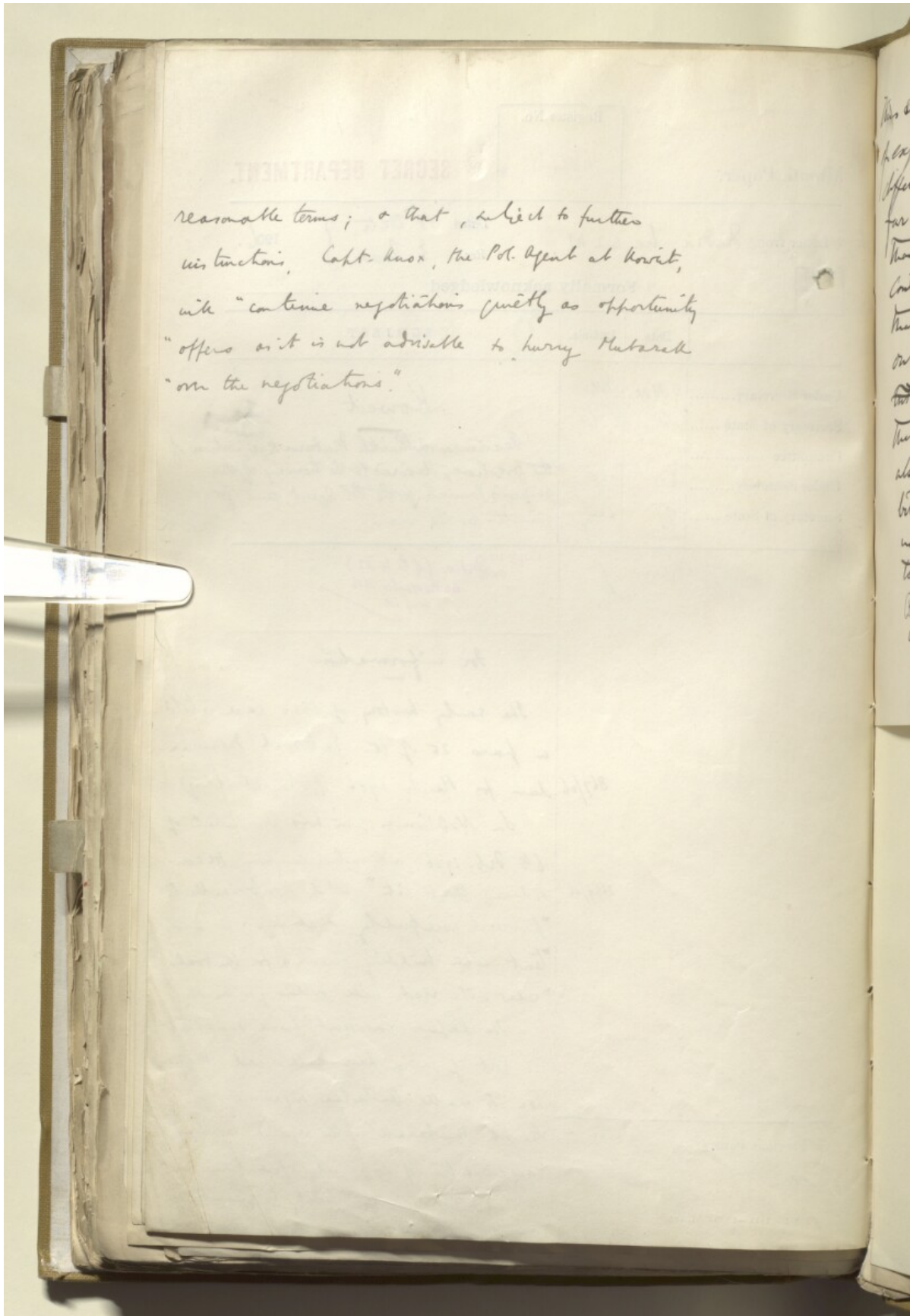
The papers now sent home show that the Govt of India have authorized Major Cox to make tentative inquiries of Sheikh Mubarak with regard to the "acquisition of so much foreshore" as he may be considered "likely to grant on

Previous Papers:—

Y 11891. 2000.—4/1906. L 652.

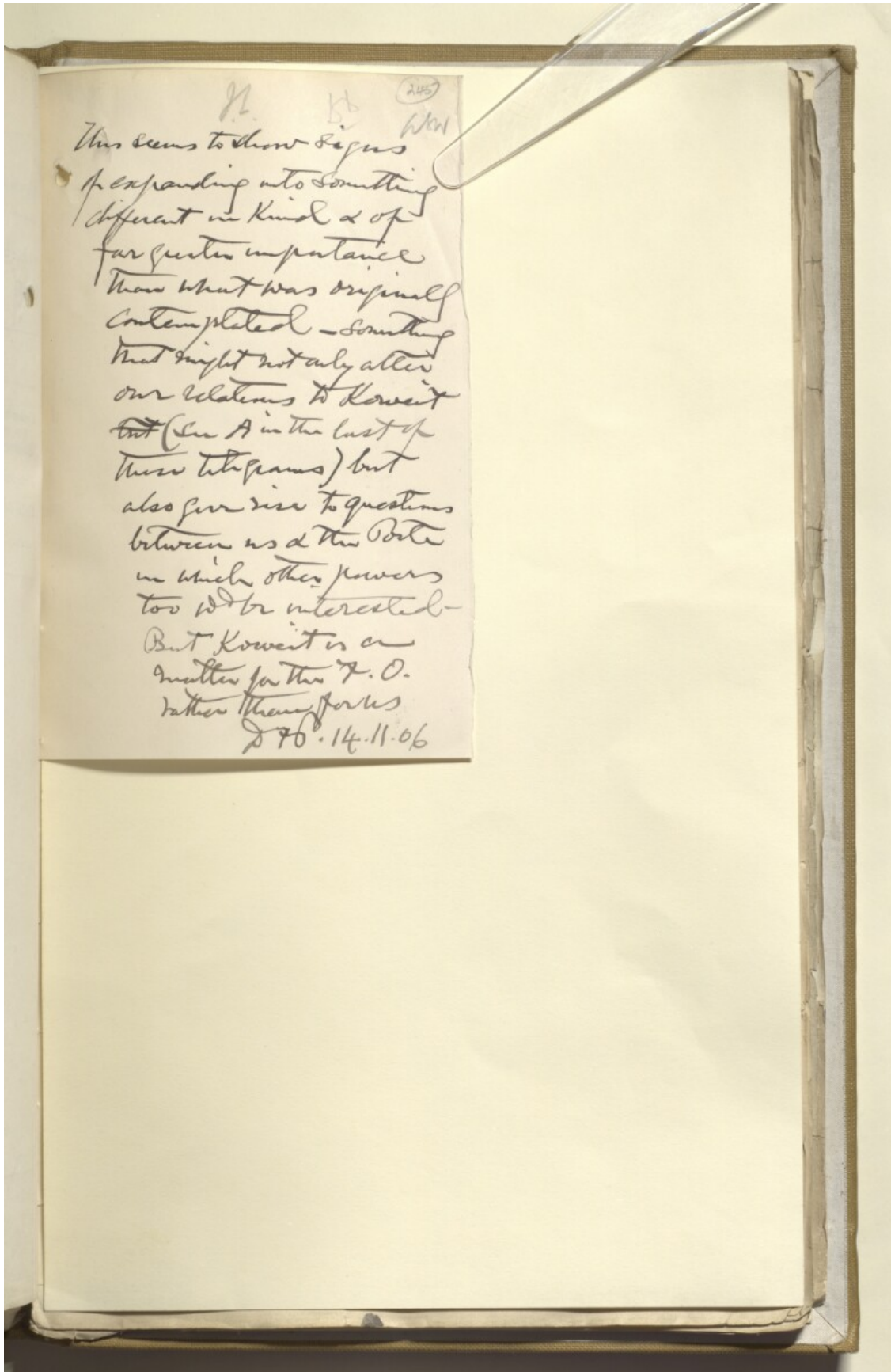


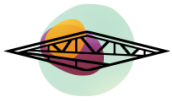
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. [٢٤٤ ظ] (٢٩٤/٢٤٦)



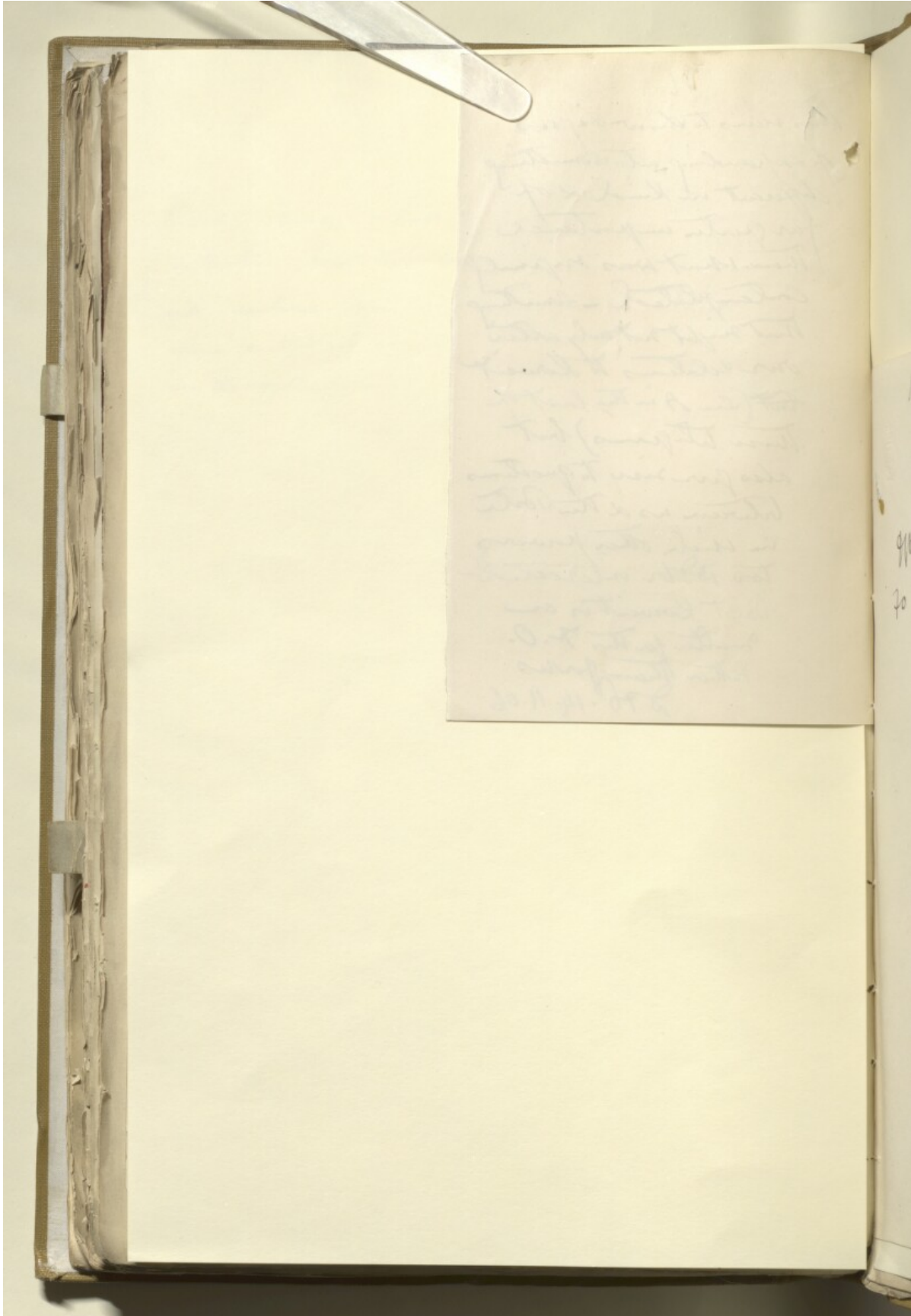


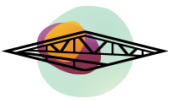
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٤٥و] (٢٩٤/٢٤٧)



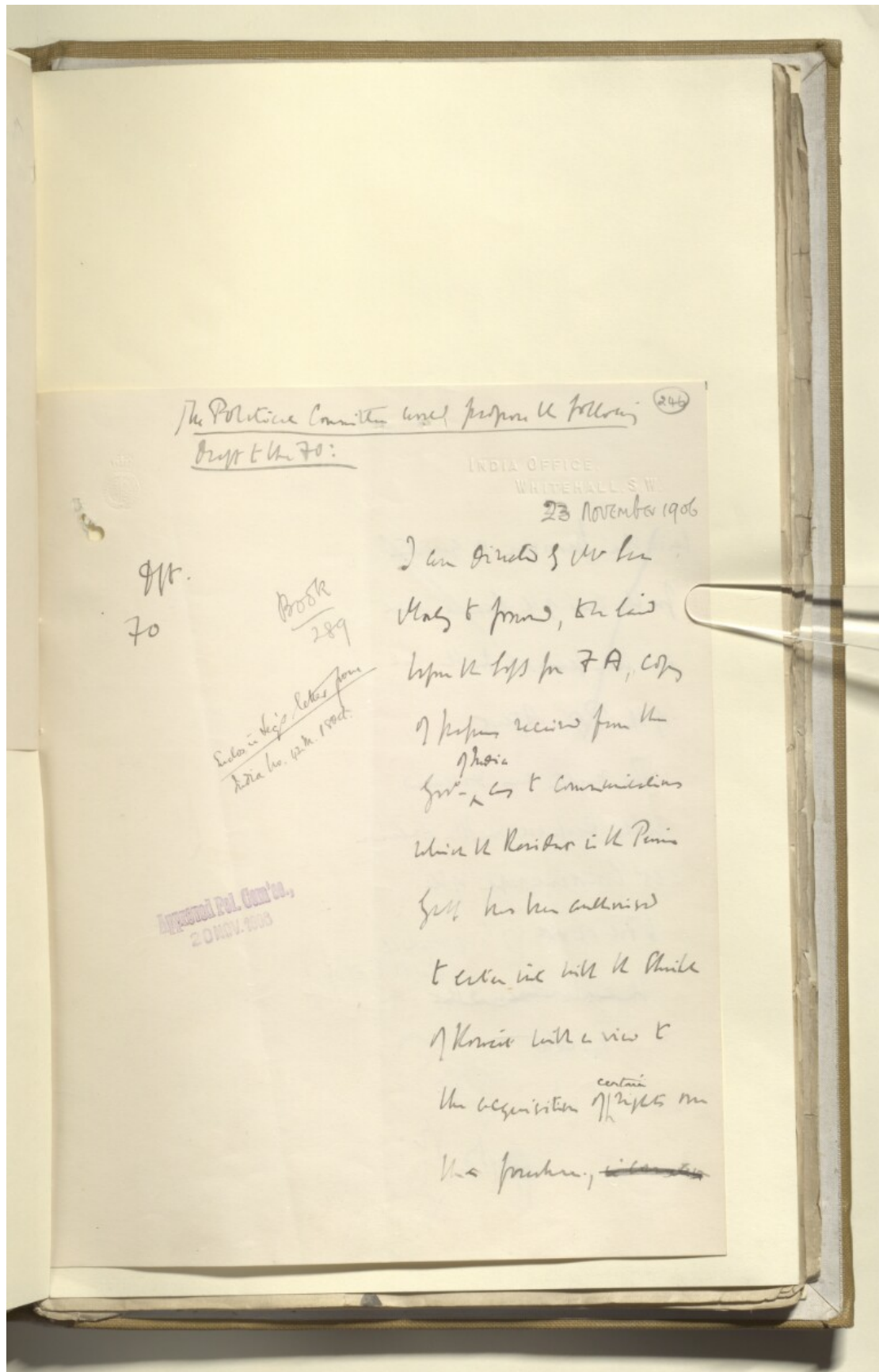


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[٢٤٥ظ] (٢٩٤/٢٤٨)



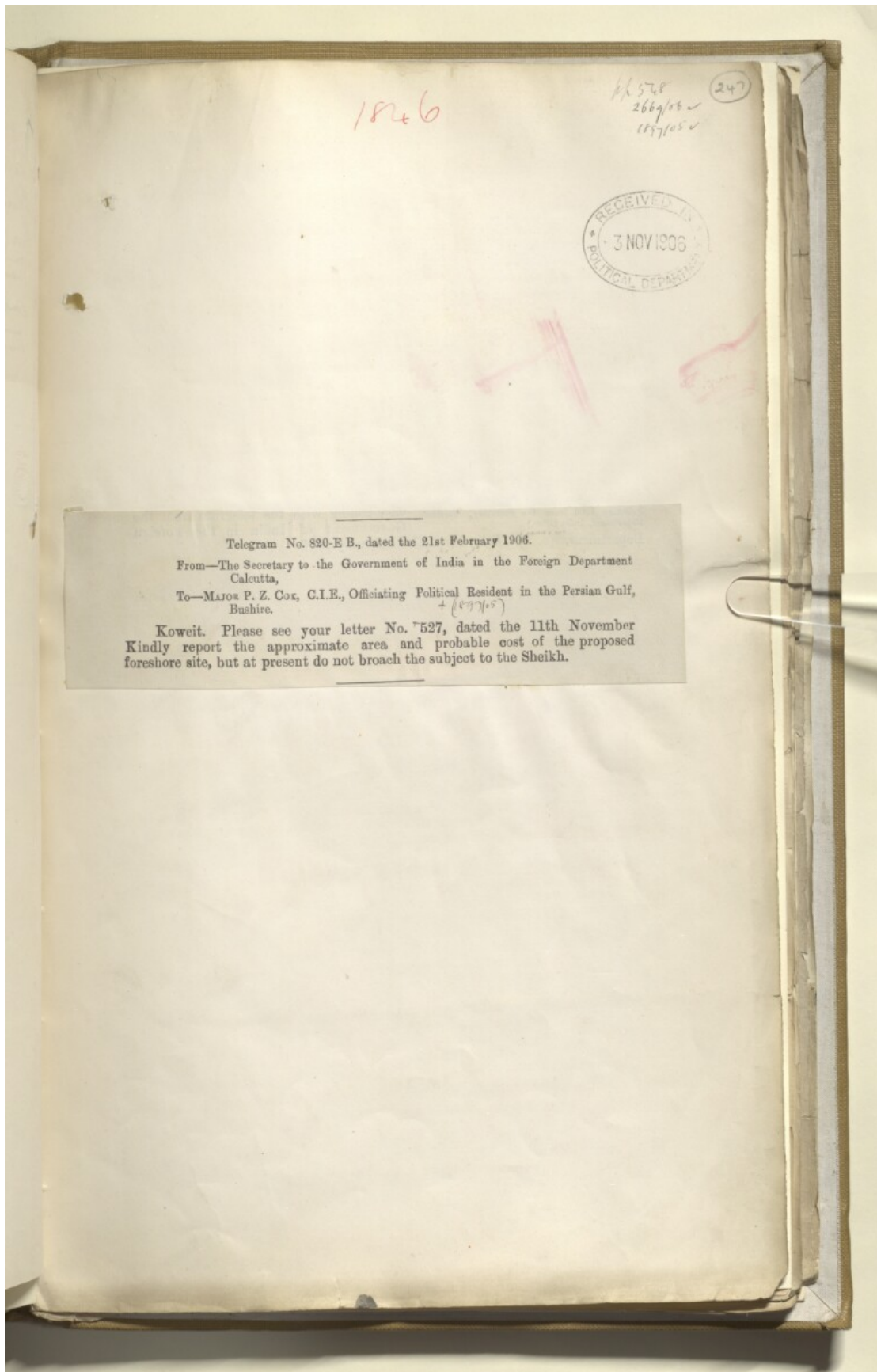


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. [٢٤٦و] (٢٩٤/٢٤٩)



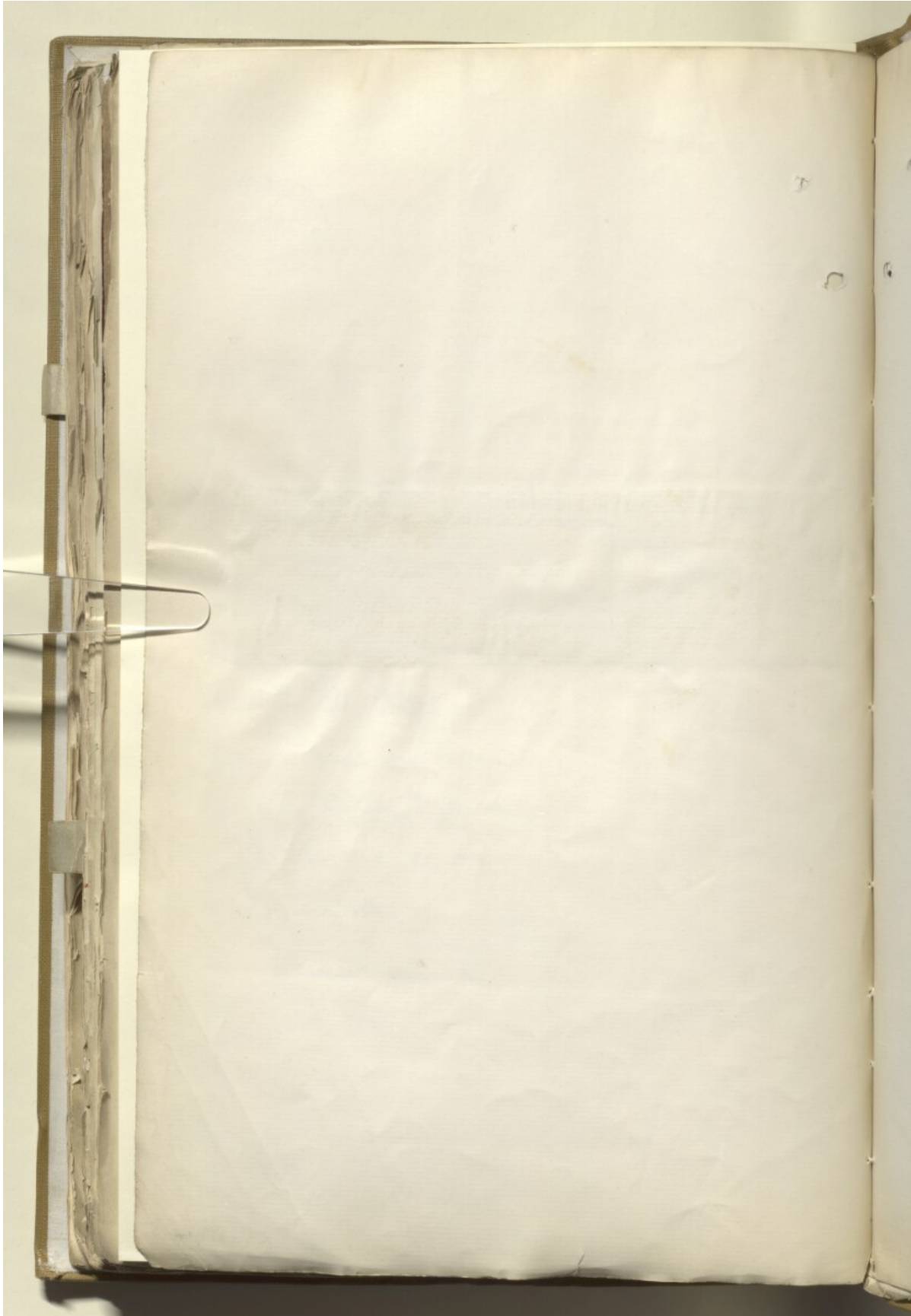


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. "[٢٤٧و] (٢٩٤/٢٥١)



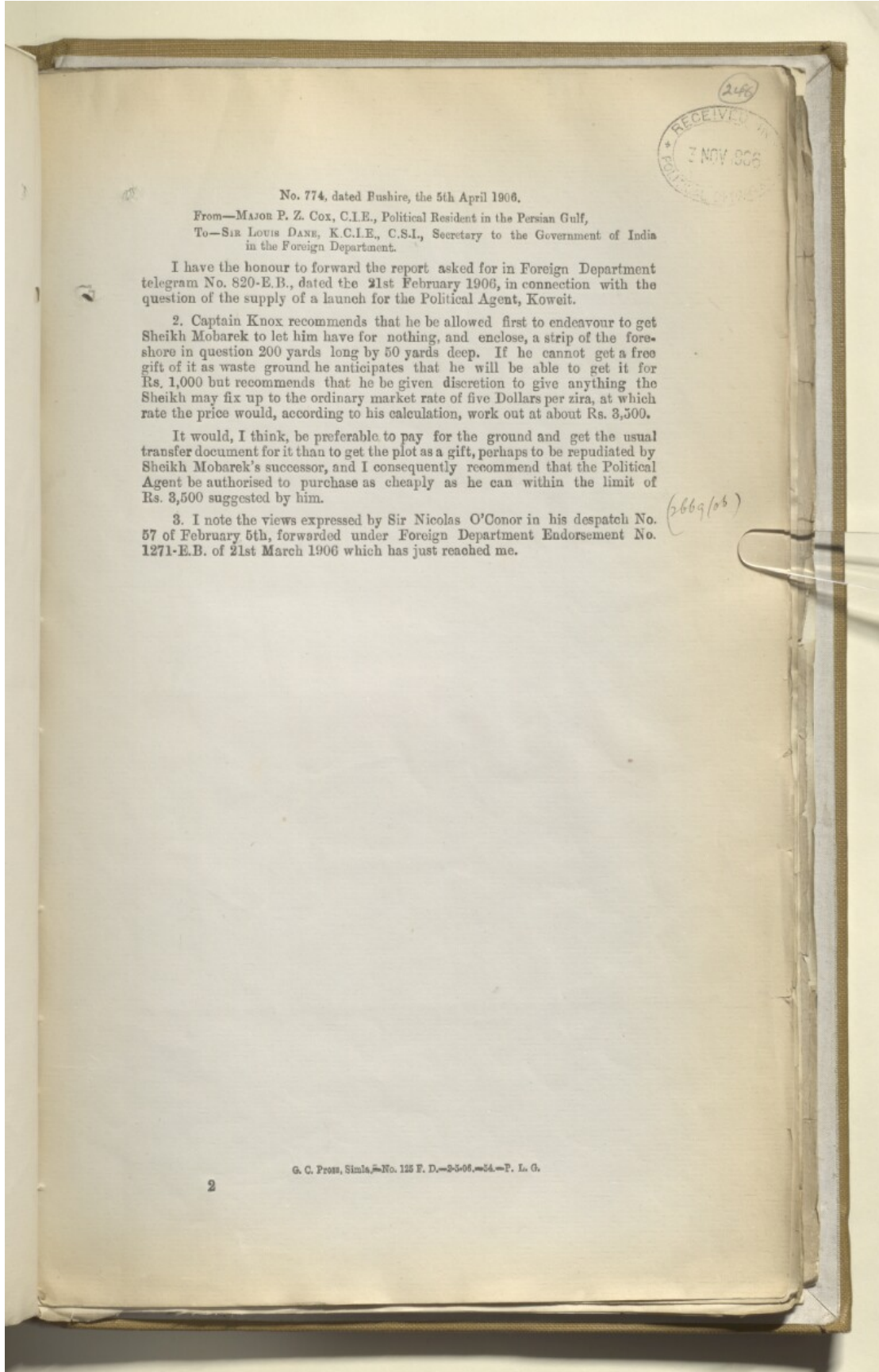


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٤٧ظ] (٢٩٤/٢٥٢)

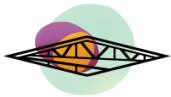




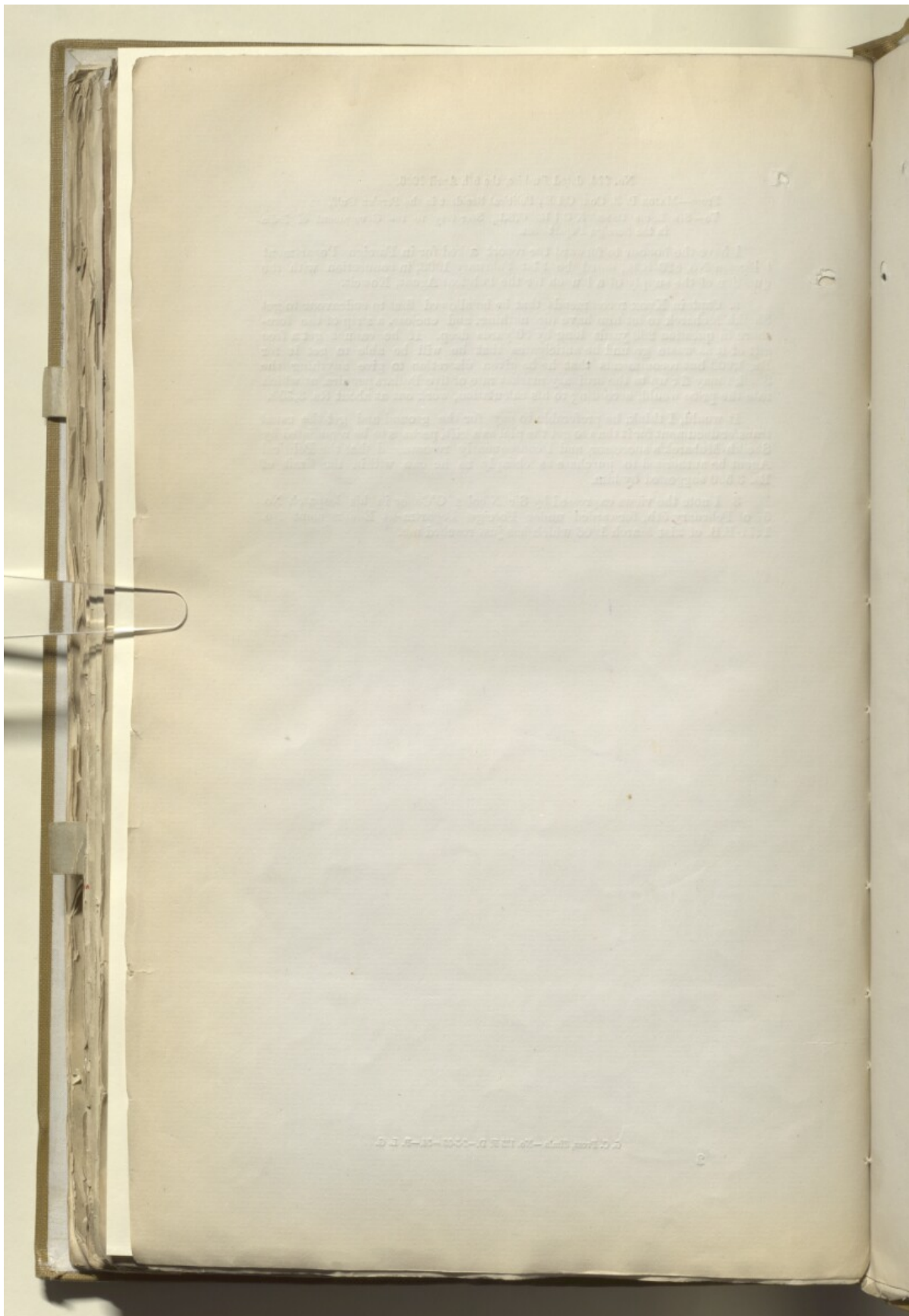
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٤٨و] (٢٩٤/٢٥٣)



G. C. Press, Simla, No. 125 F. D., 2-5-06, 54, P. L. G.

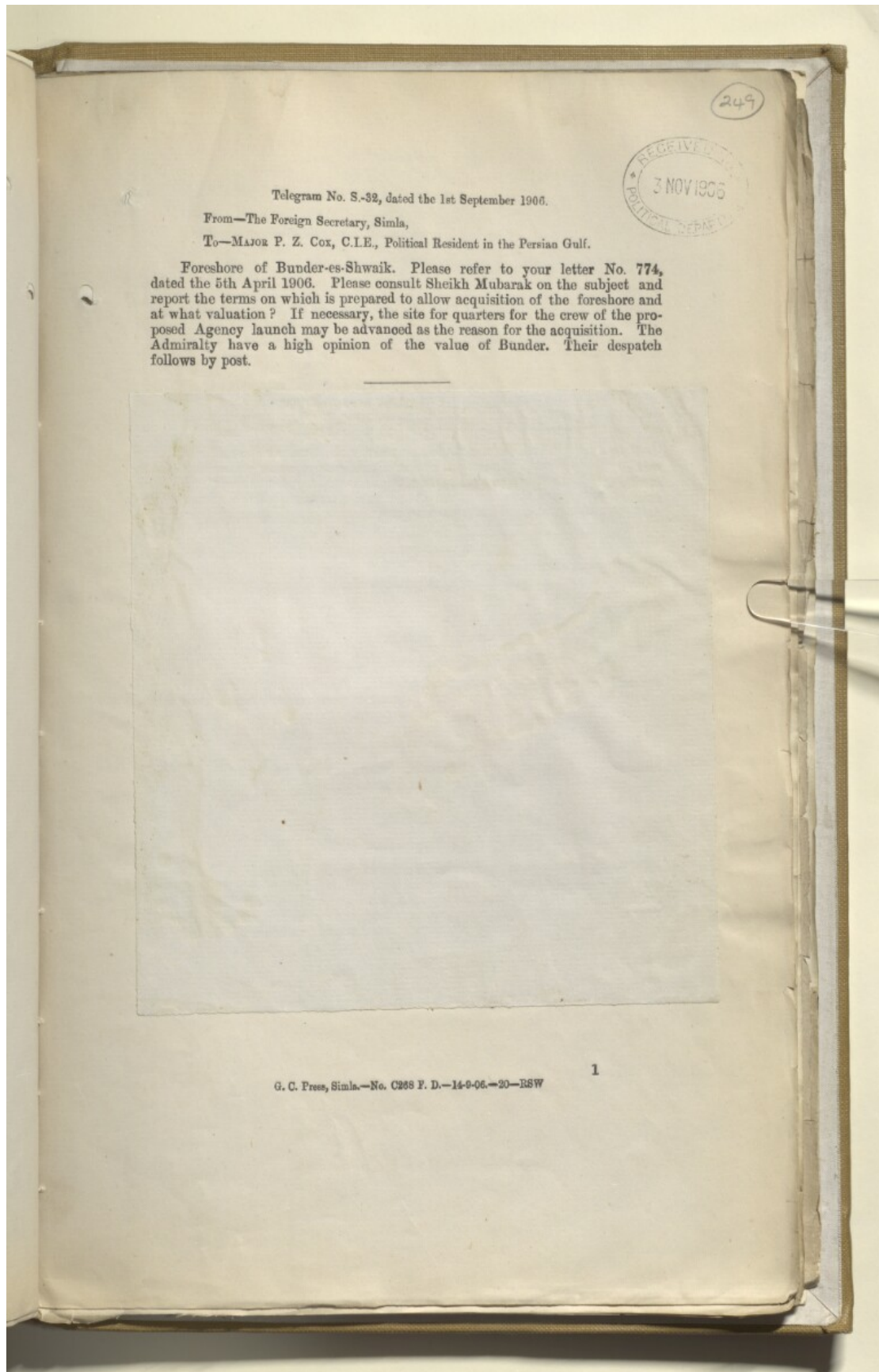


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٤٨ ظ] (٢٩٤/٢٥٤)



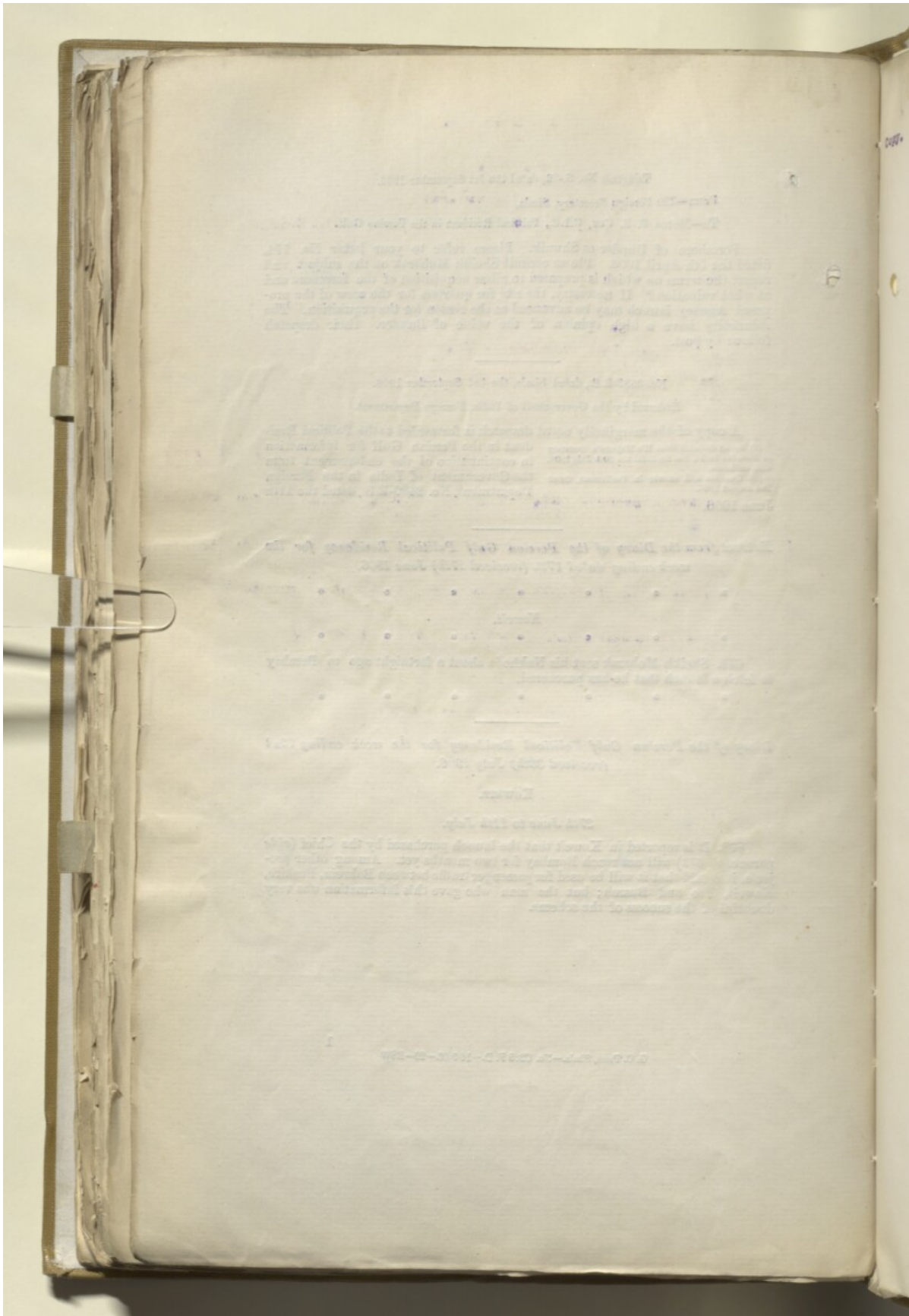


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٤٩و] (٢٩٤/٢٥٥)



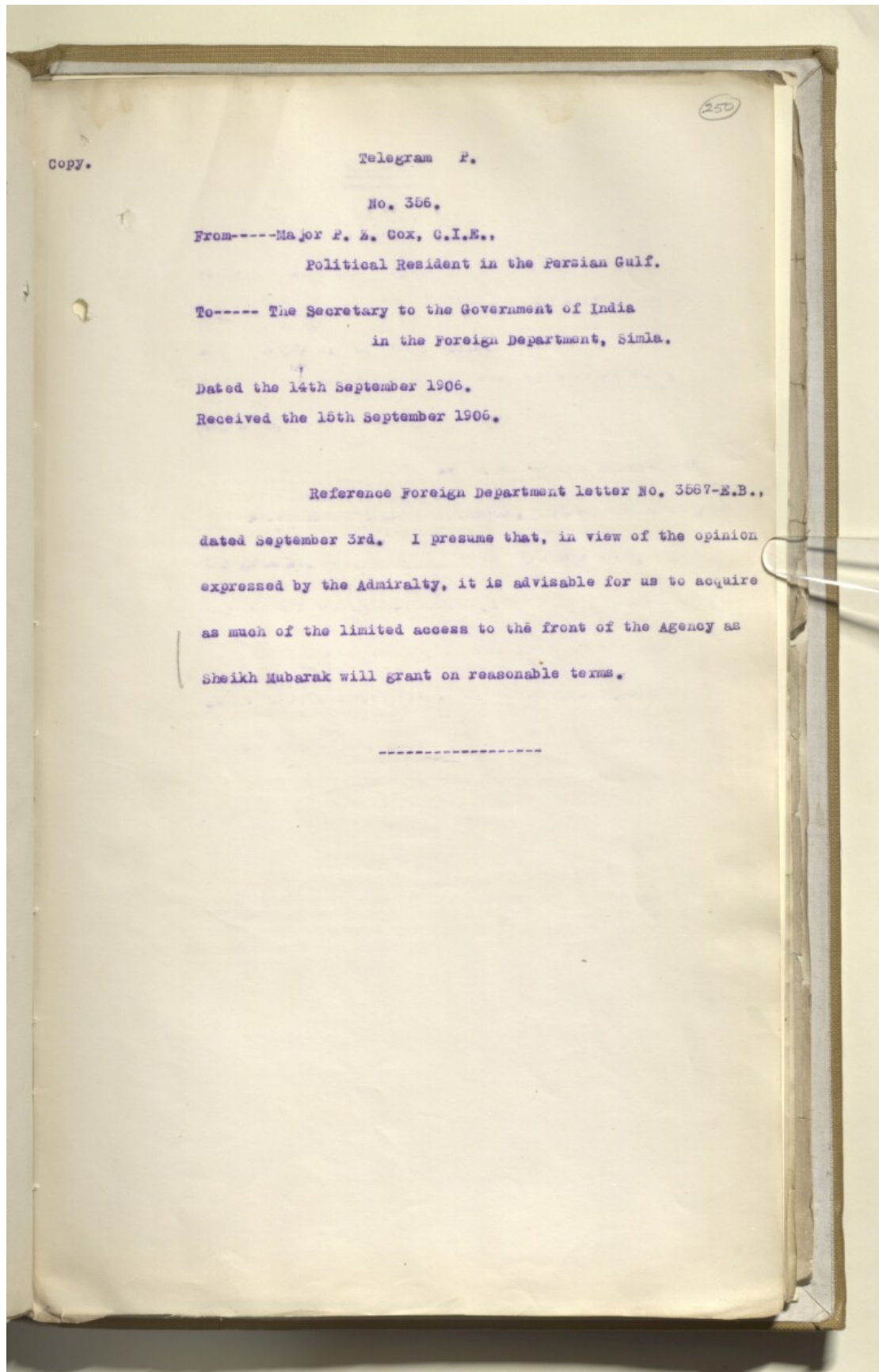


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٤٩ظ] (٢٩٤/٢٥٦)



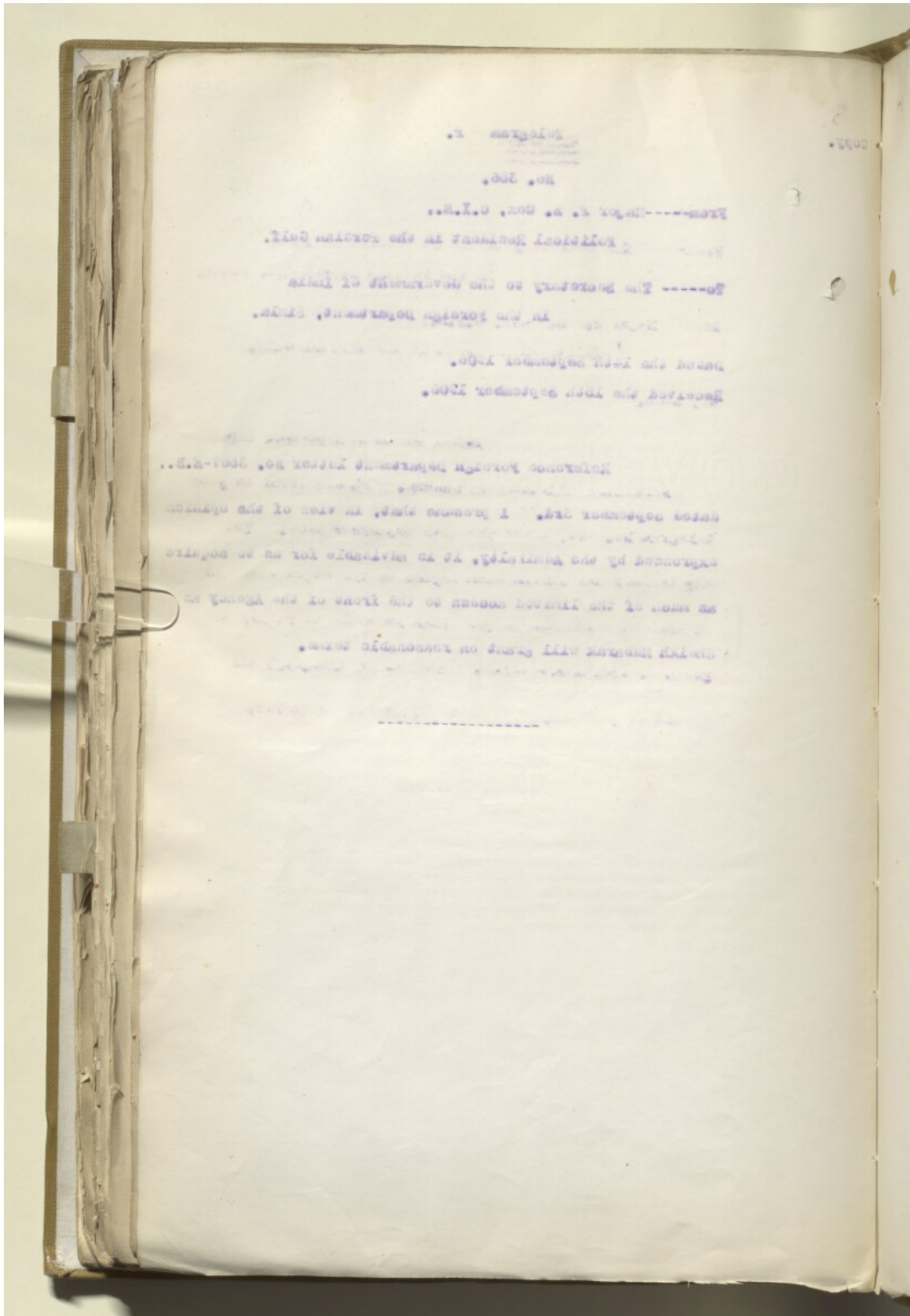


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٥٠] و (٢٩٤/٢٥٧)



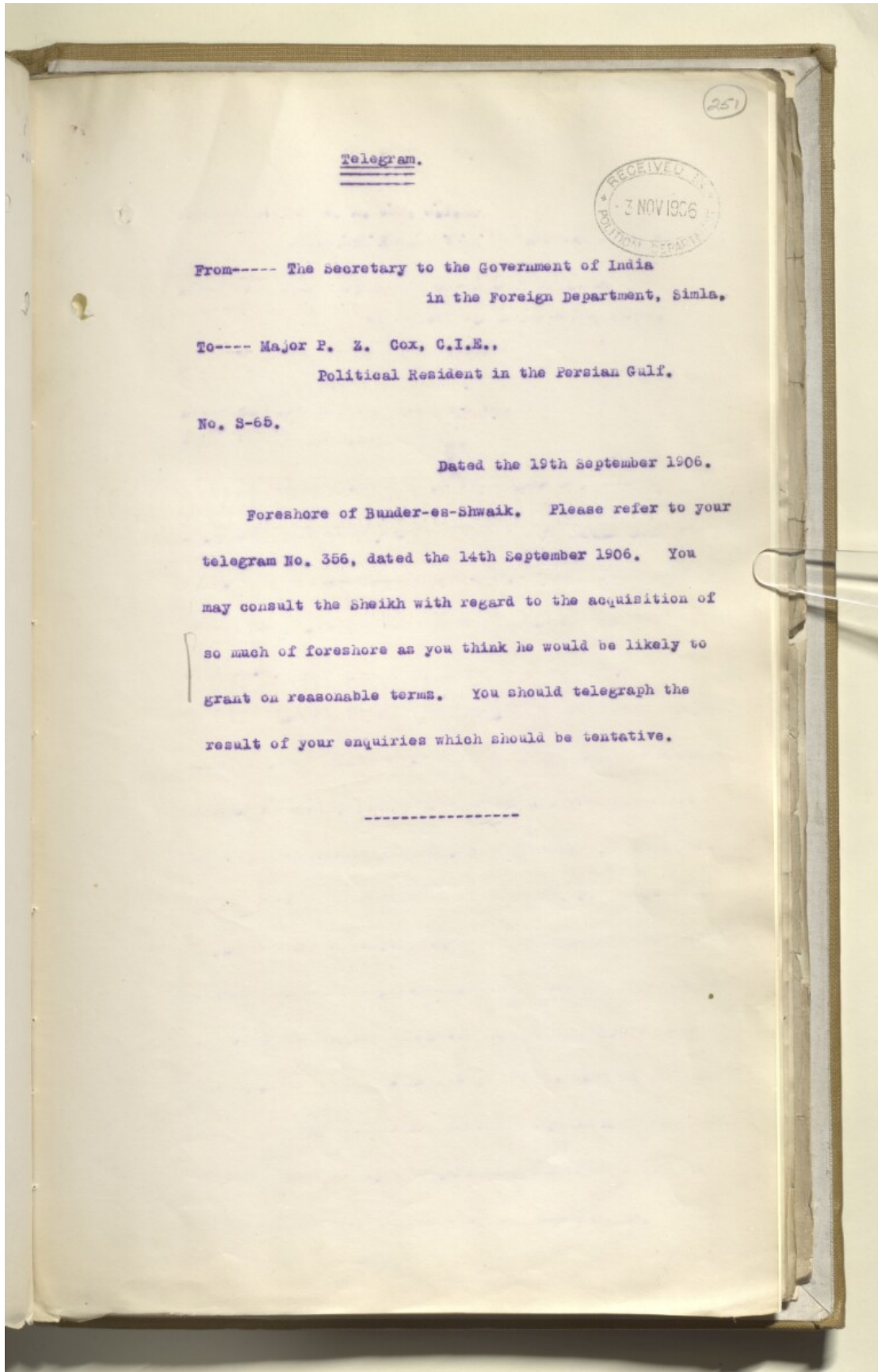


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. [٢٥٠ ظ] (٢٩٤/٢٥٨)



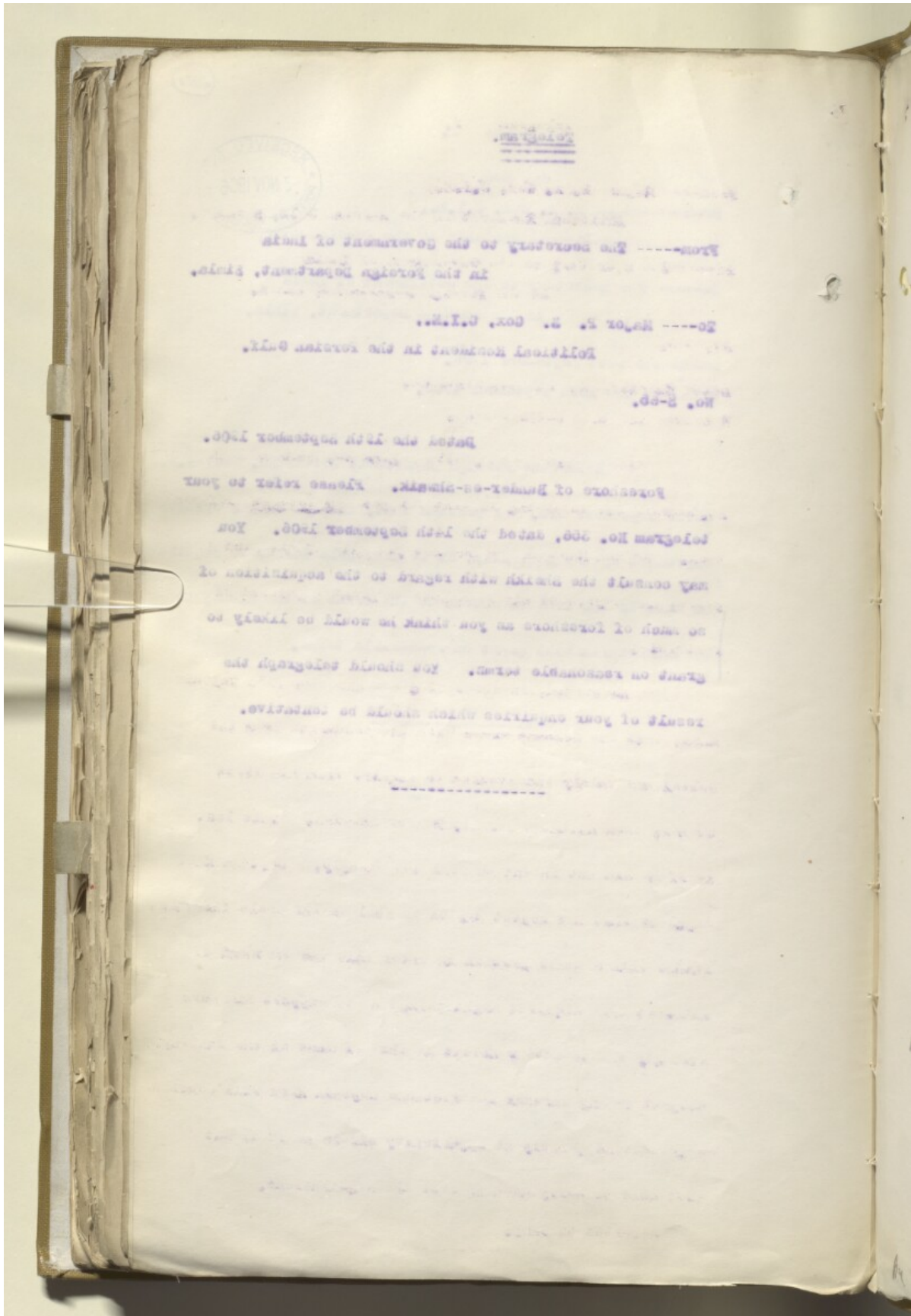


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٥١و] (٢٩٤/٢٥٩)



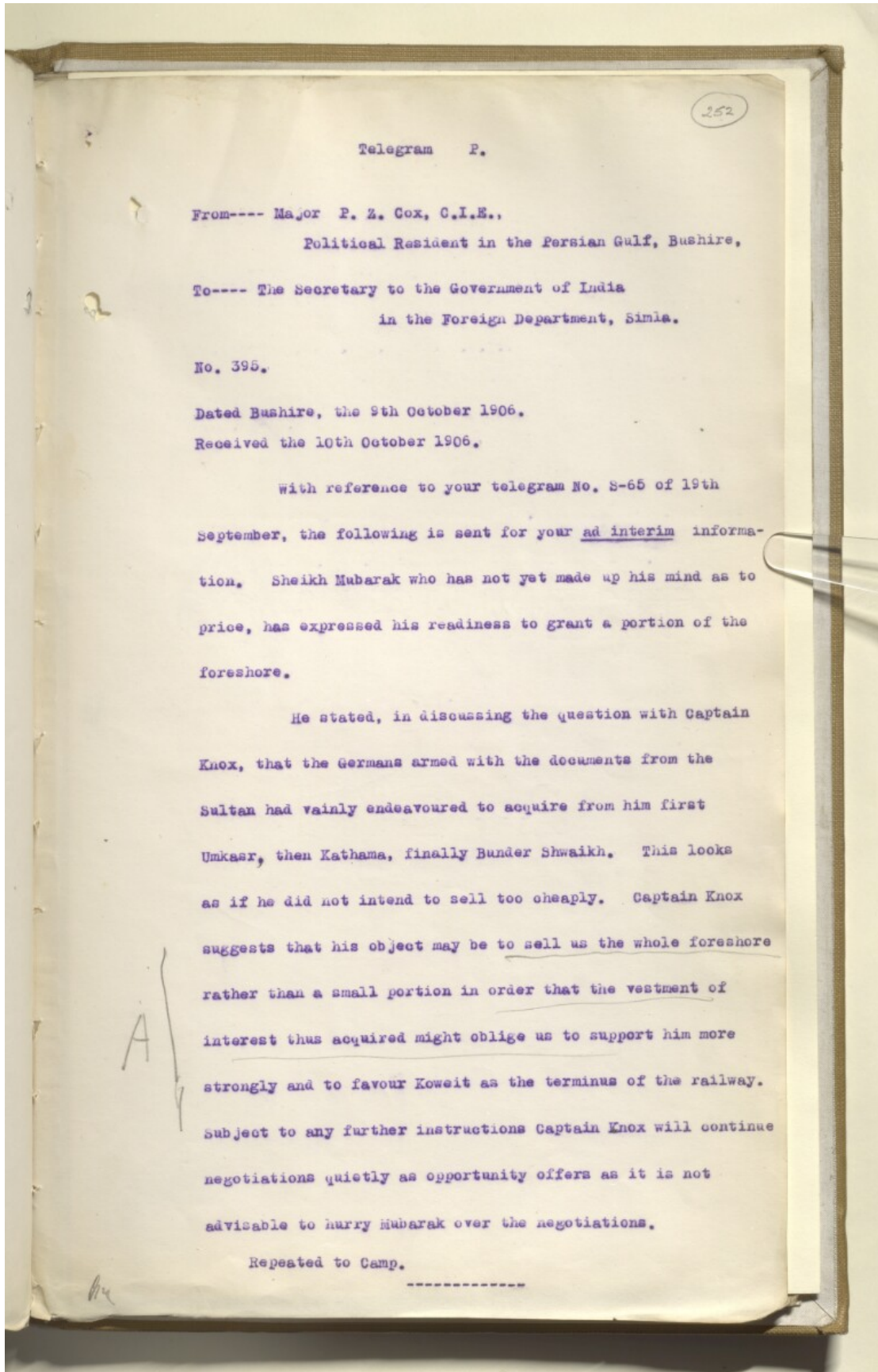


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. [٢٥١ظ] (٢٩٤/٢٦٠)



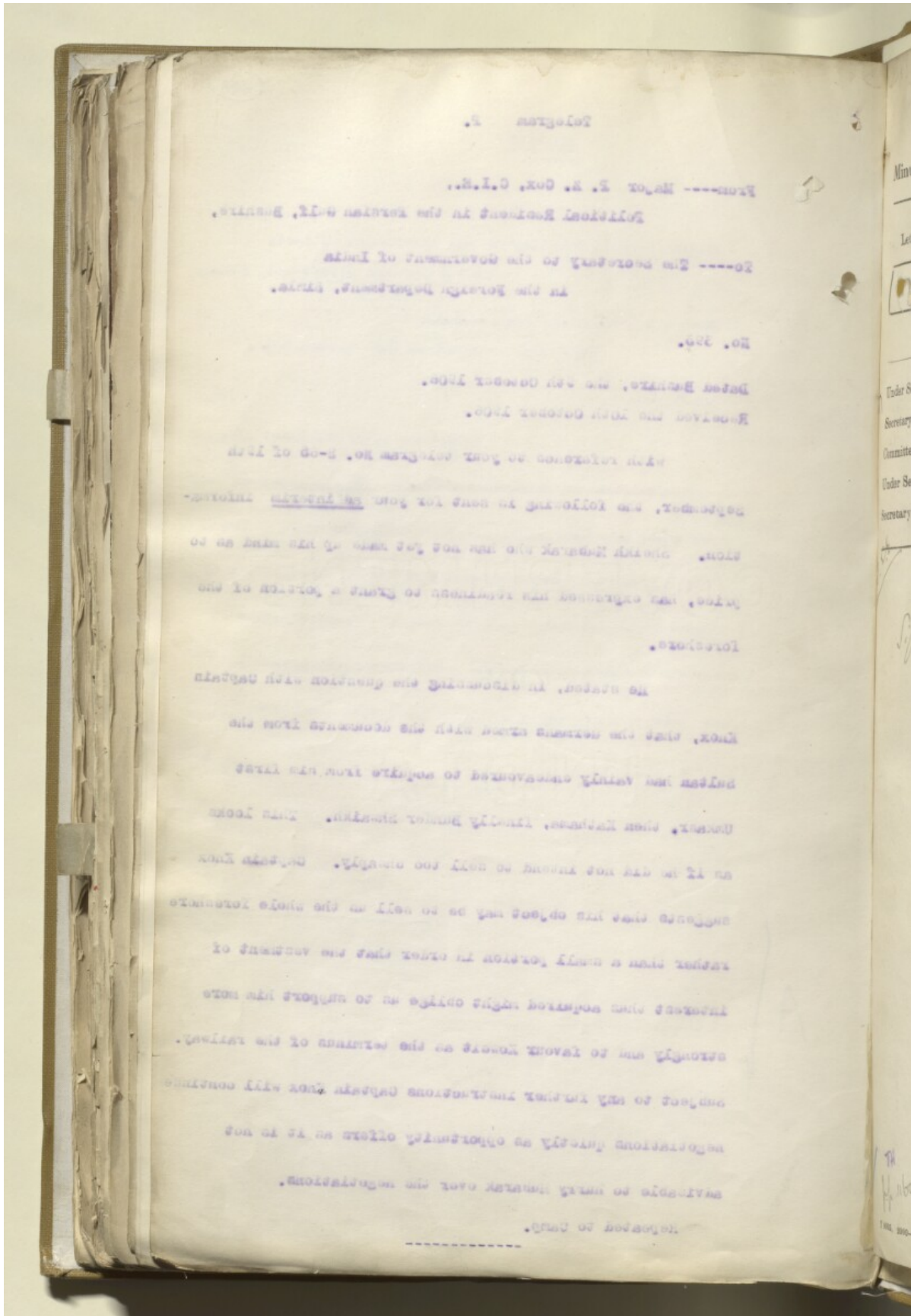


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٥٢و] (٢٩٤/٢٦١)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧. [٢٥٢ظ] (٢٩٤/٢٦٢)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٥٣و] (٢٩٤/٢٦٣)

253

Minute Paper.

Register No. 3250

SECRET DEPARTMENT

Letter from Admiralty, Dated 11 July 1906
Rec. 12 July

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	12/7	NA	Koweit. Views of the Naval C. in C. on the E.I. Station regarding Kurein harbour. Admiralty views not wholly in accord with the C. in C. Observations of the Admiralty.
Secretary of State			
Committee	13	AG	
Under Secretary.....	17	NA	
Secretary of State			

Previous Papers:— C. 570 (despatch & notes)
C. 570 (4. 8. 05) 31. 7. 06.
C. 570 (4. 8. 05)

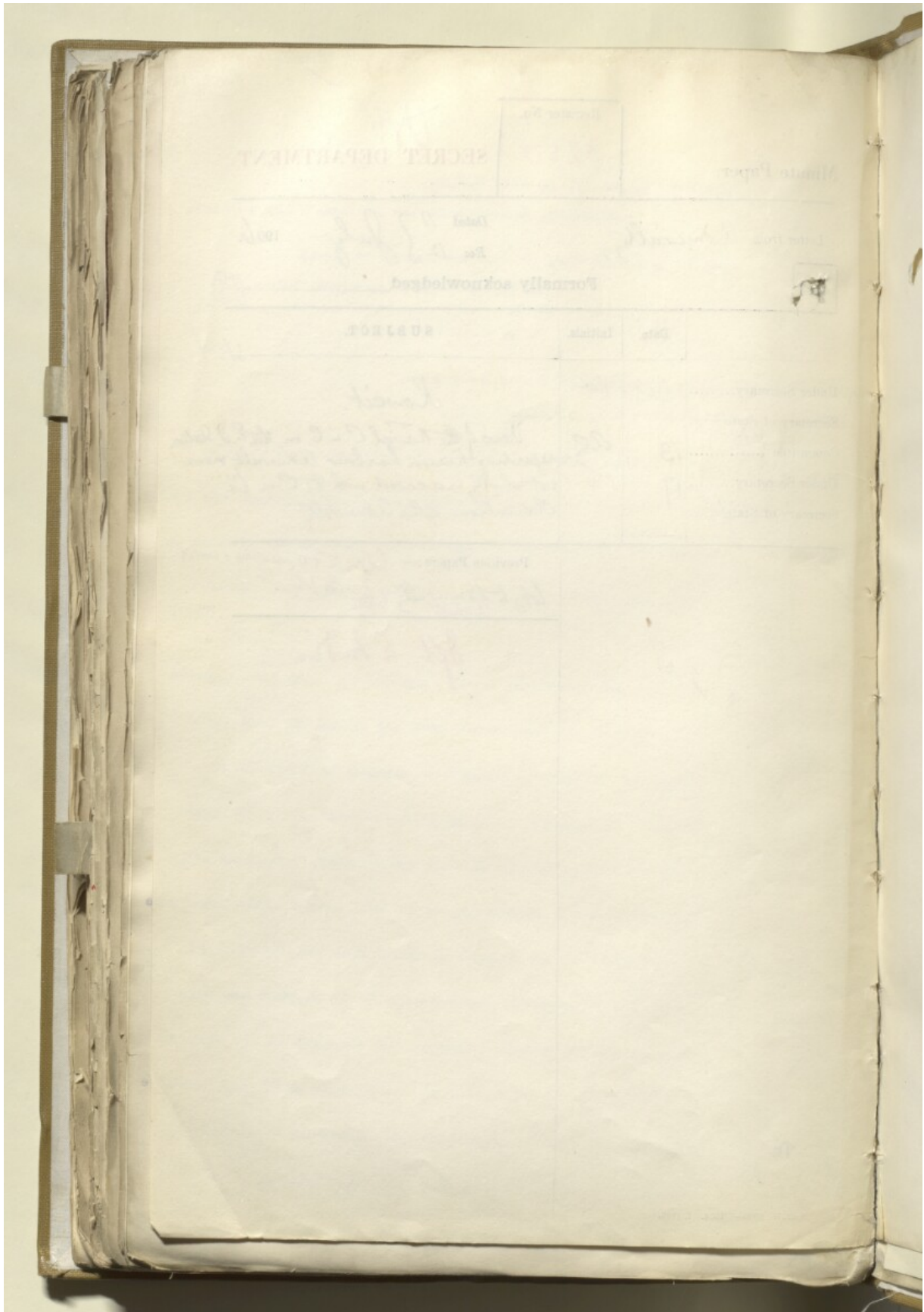
18/7/06

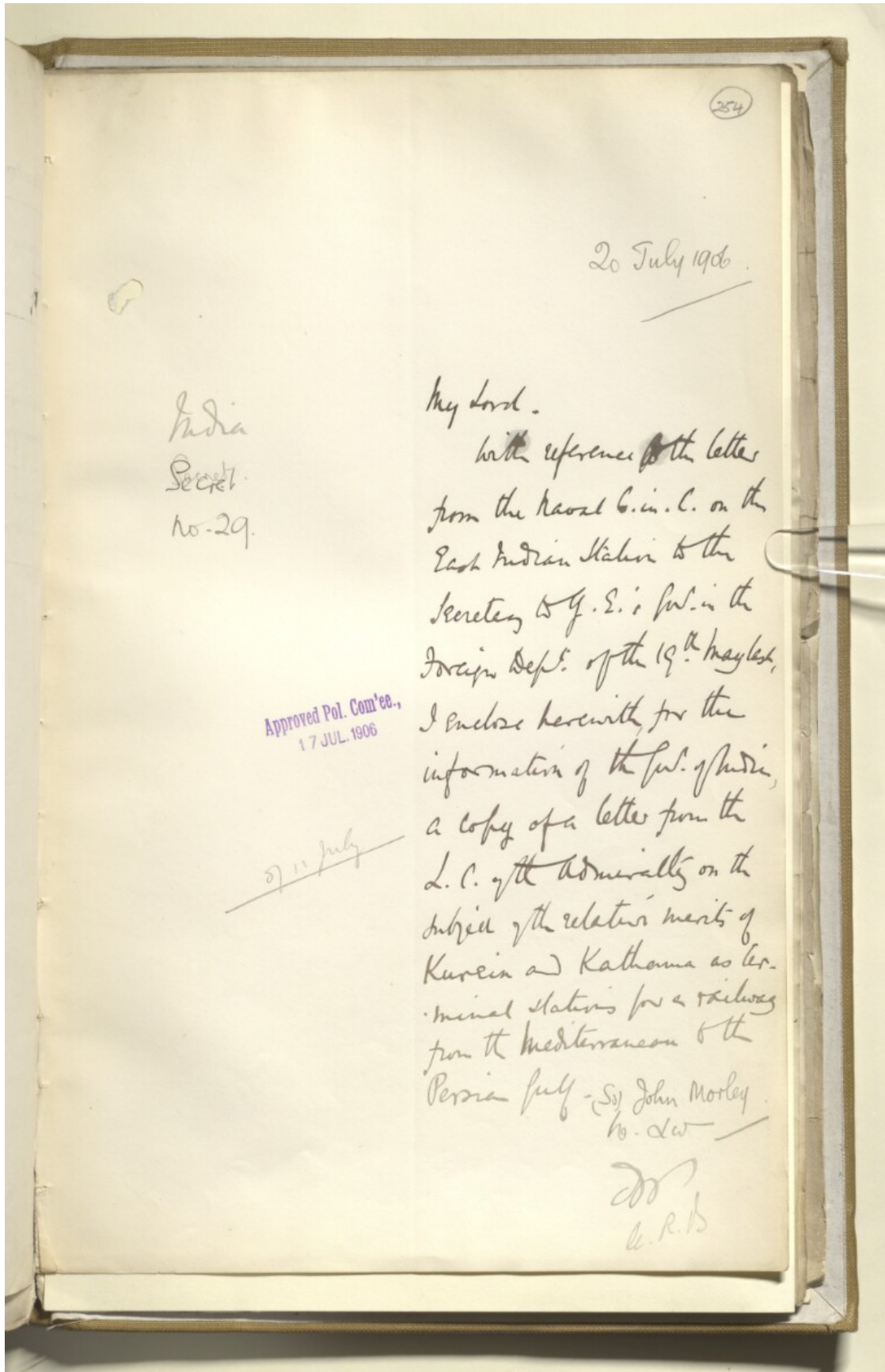
TH
H. 1160.

Y 9935. 2000—6/1904. I. 1136.



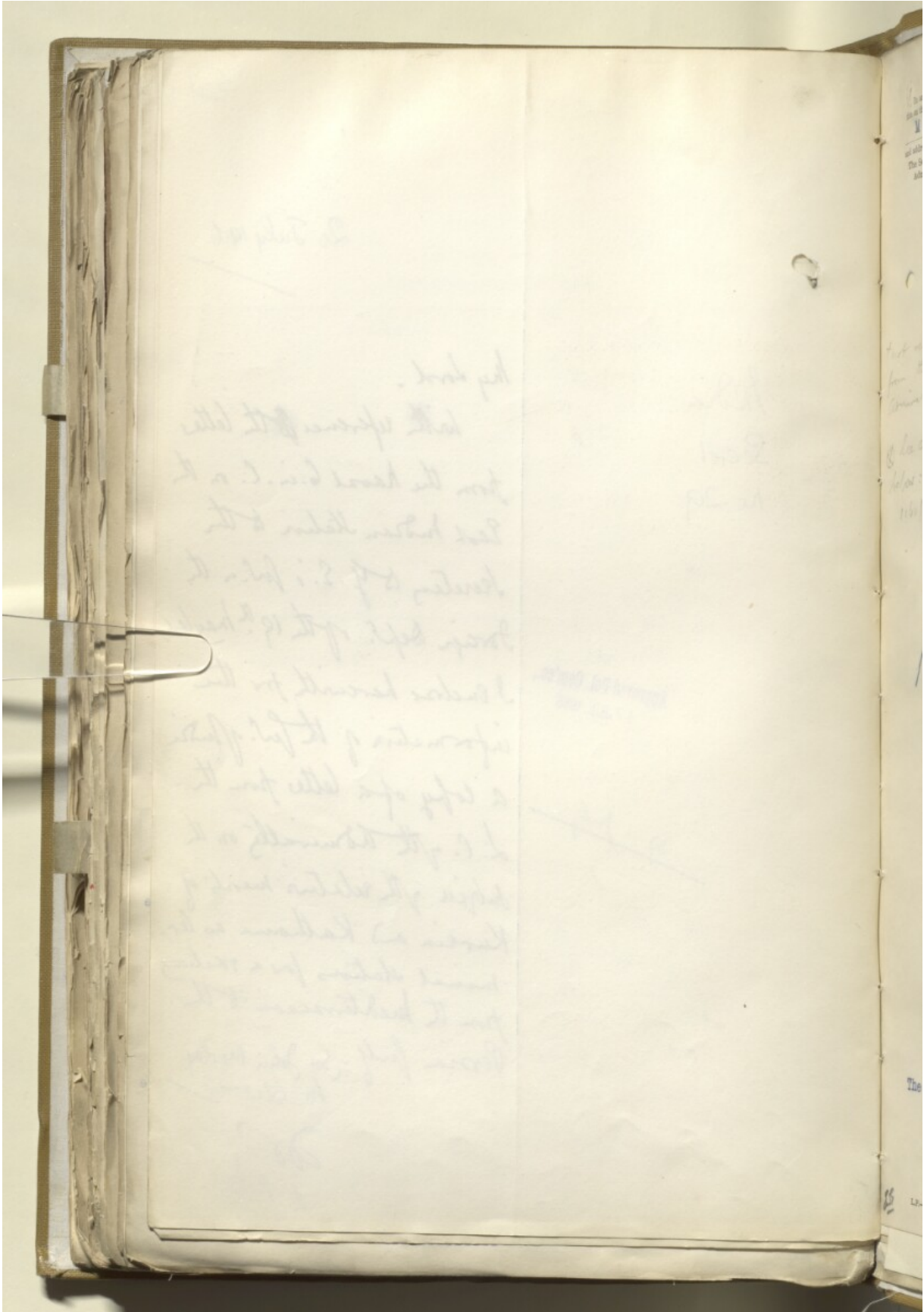
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[٢٥٣ظ] (٢٩٤/٢٦٤)





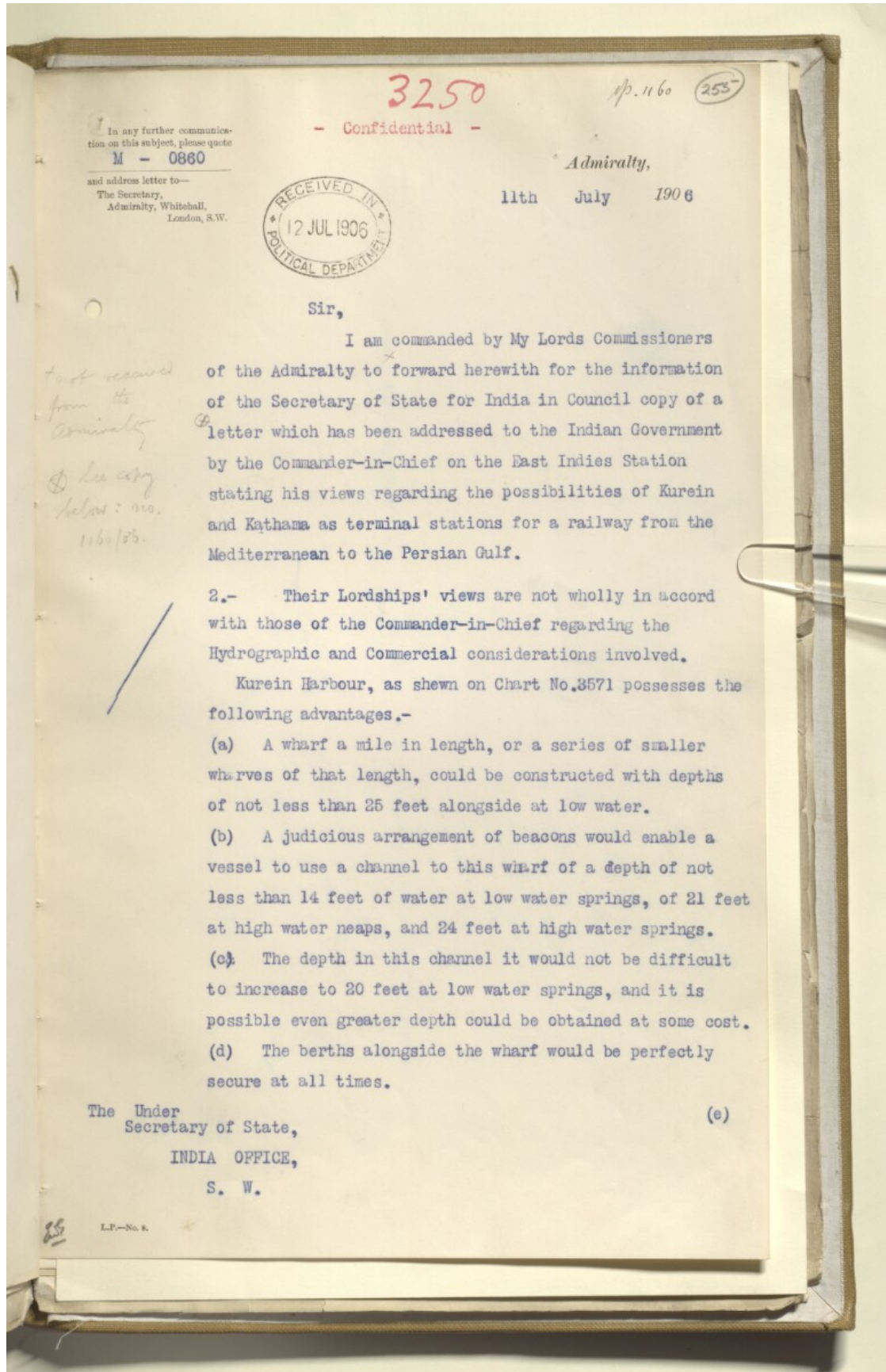


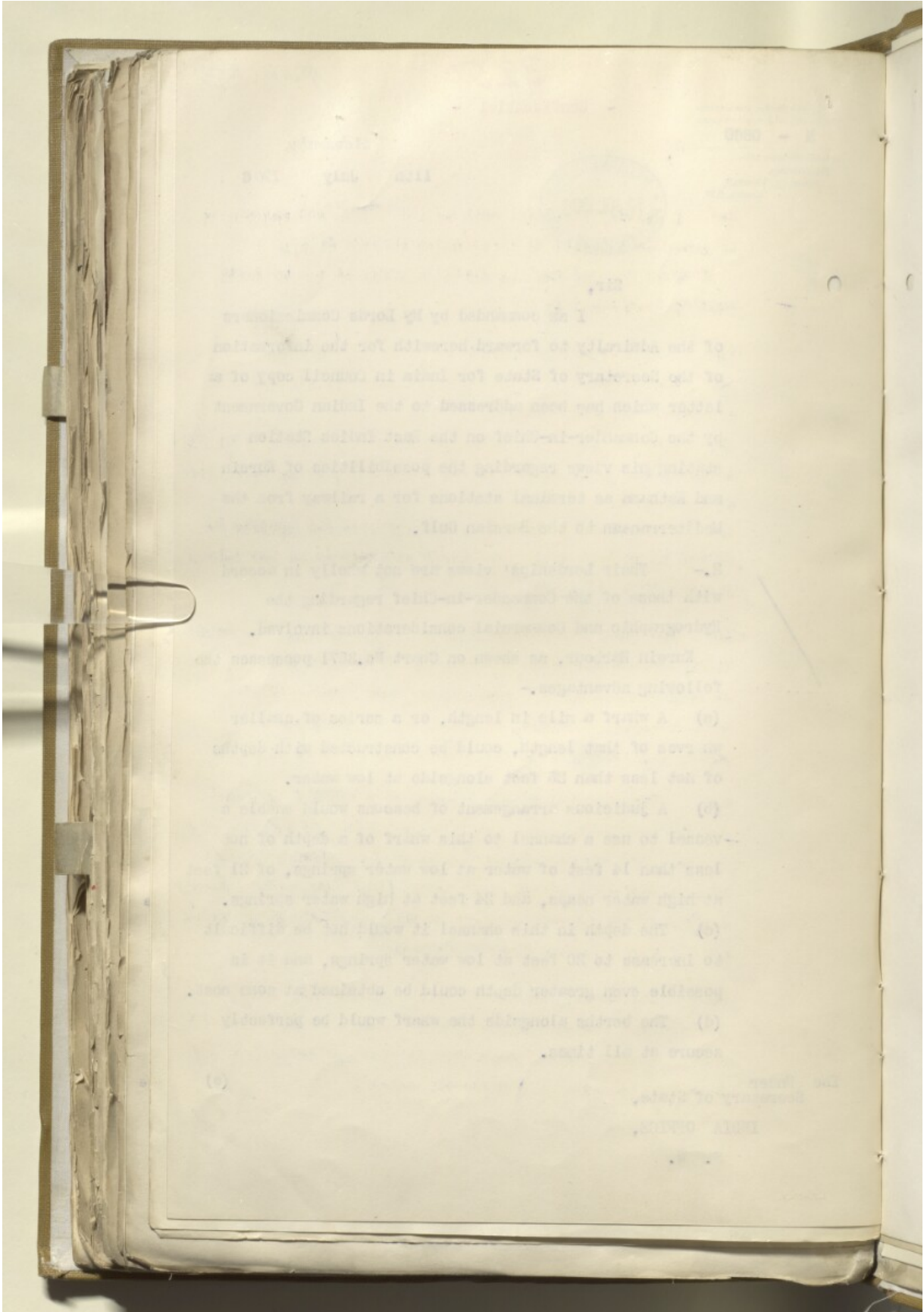
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. [٢٥٤ظ] (٢٩٤/٢٦٦)

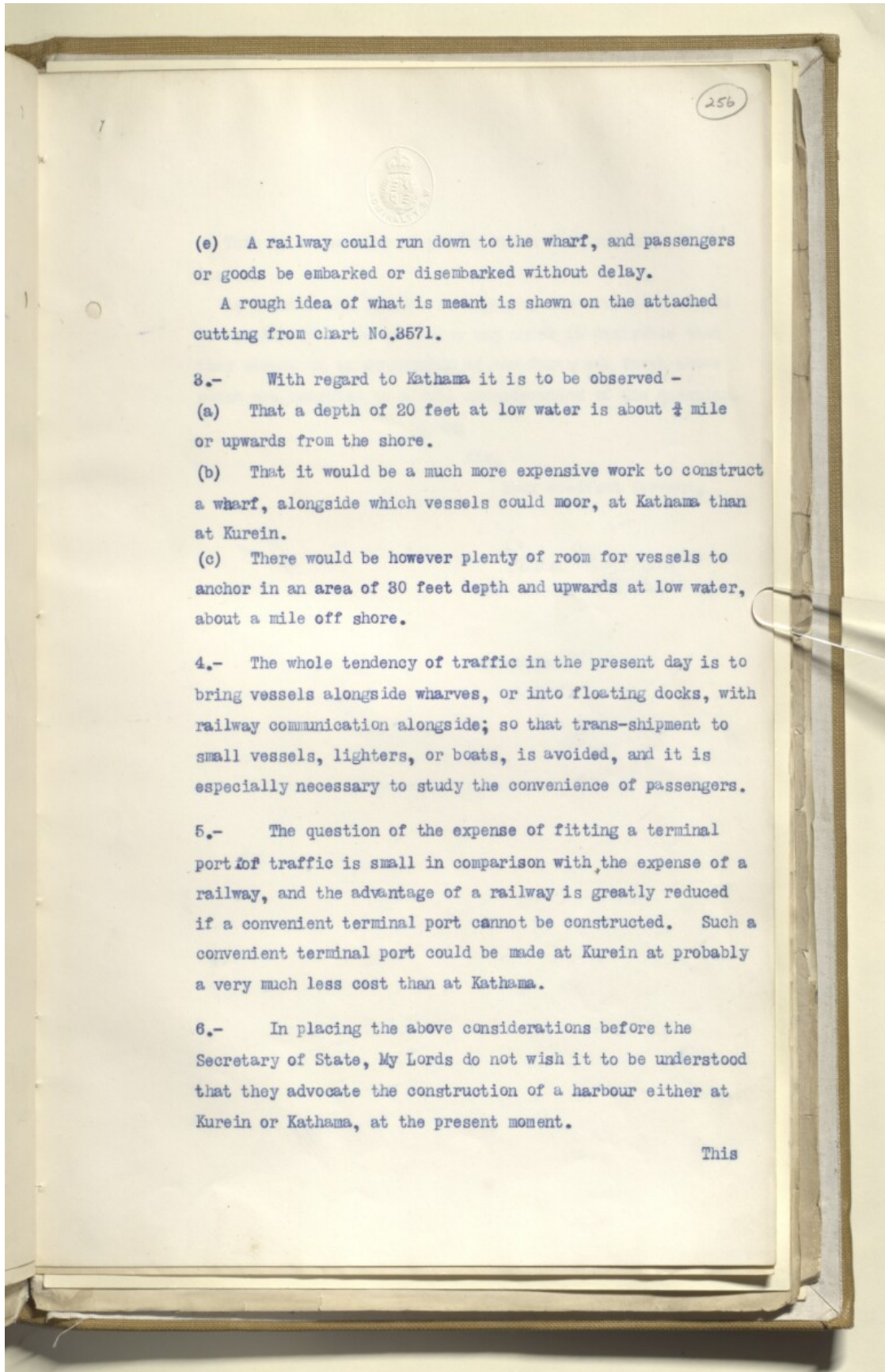




ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٥٥و] [٢٩٤/٢٦٧]







(e) A railway could run down to the wharf, and passengers or goods be embarked or disembarked without delay.

A rough idea of what is meant is shown on the attached cutting from chart No.3571.

3.- With regard to Kathama it is to be observed -

(a) That a depth of 20 feet at low water is about $\frac{1}{2}$ mile or upwards from the shore.

(b) That it would be a much more expensive work to construct a wharf, alongside which vessels could moor, at Kathama than at Kurein.

(c) There would be however plenty of room for vessels to anchor in an area of 30 feet depth and upwards at low water, about a mile off shore.

4.- The whole tendency of traffic in the present day is to bring vessels alongside wharves, or into floating docks, with railway communication alongside; so that trans-shipment to small vessels, lighters, or boats, is avoided, and it is especially necessary to study the convenience of passengers.

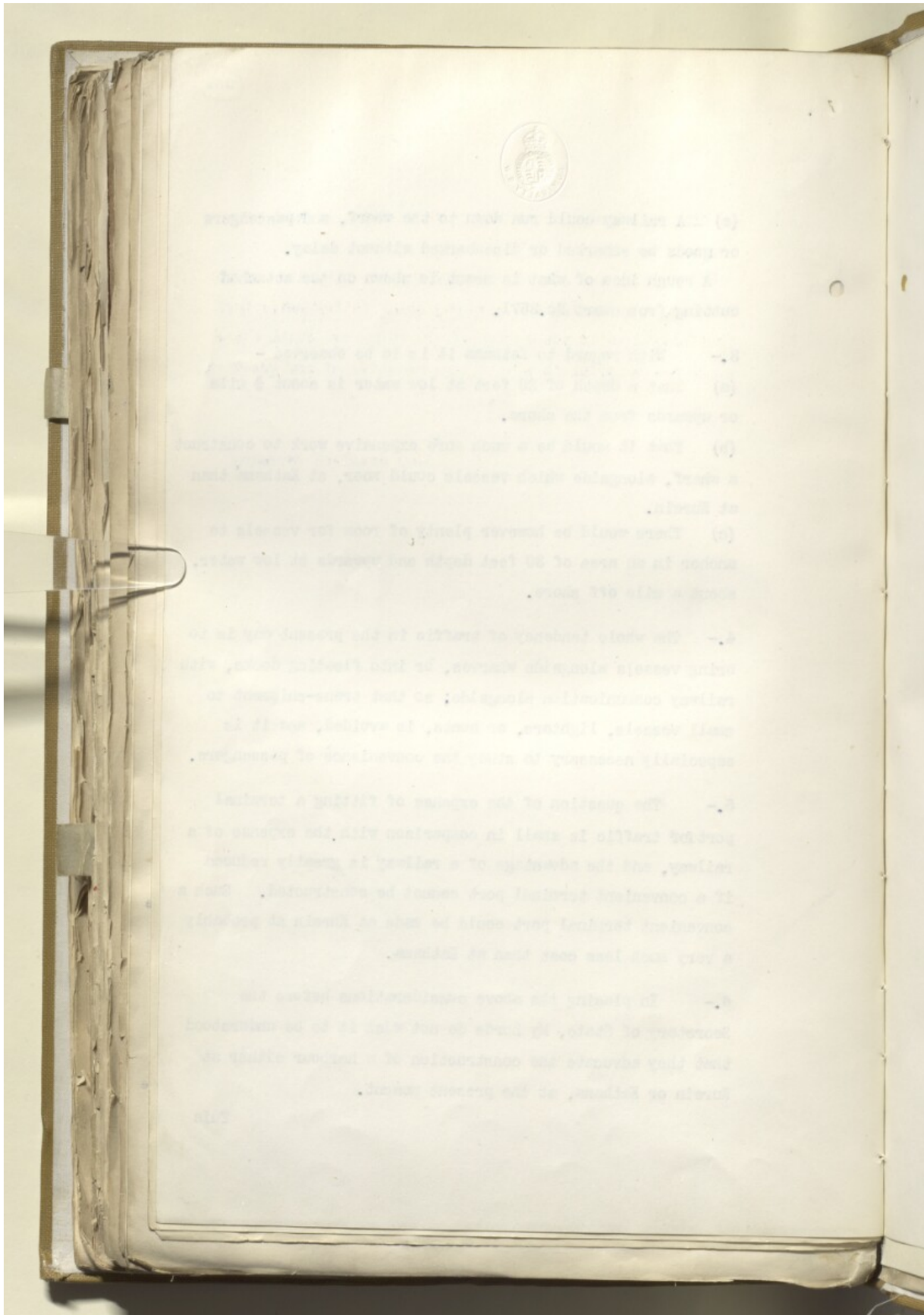
5.- The question of the expense of fitting a terminal port for traffic is small in comparison with the expense of a railway, and the advantage of a railway is greatly reduced if a convenient terminal port cannot be constructed. Such a convenient terminal port could be made at Kurein at probably a very much less cost than at Kathama.

6.- In placing the above considerations before the Secretary of State, My Lords do not wish it to be understood that they advocate the construction of a harbour either at Kurein or Kathama, at the present moment.

This

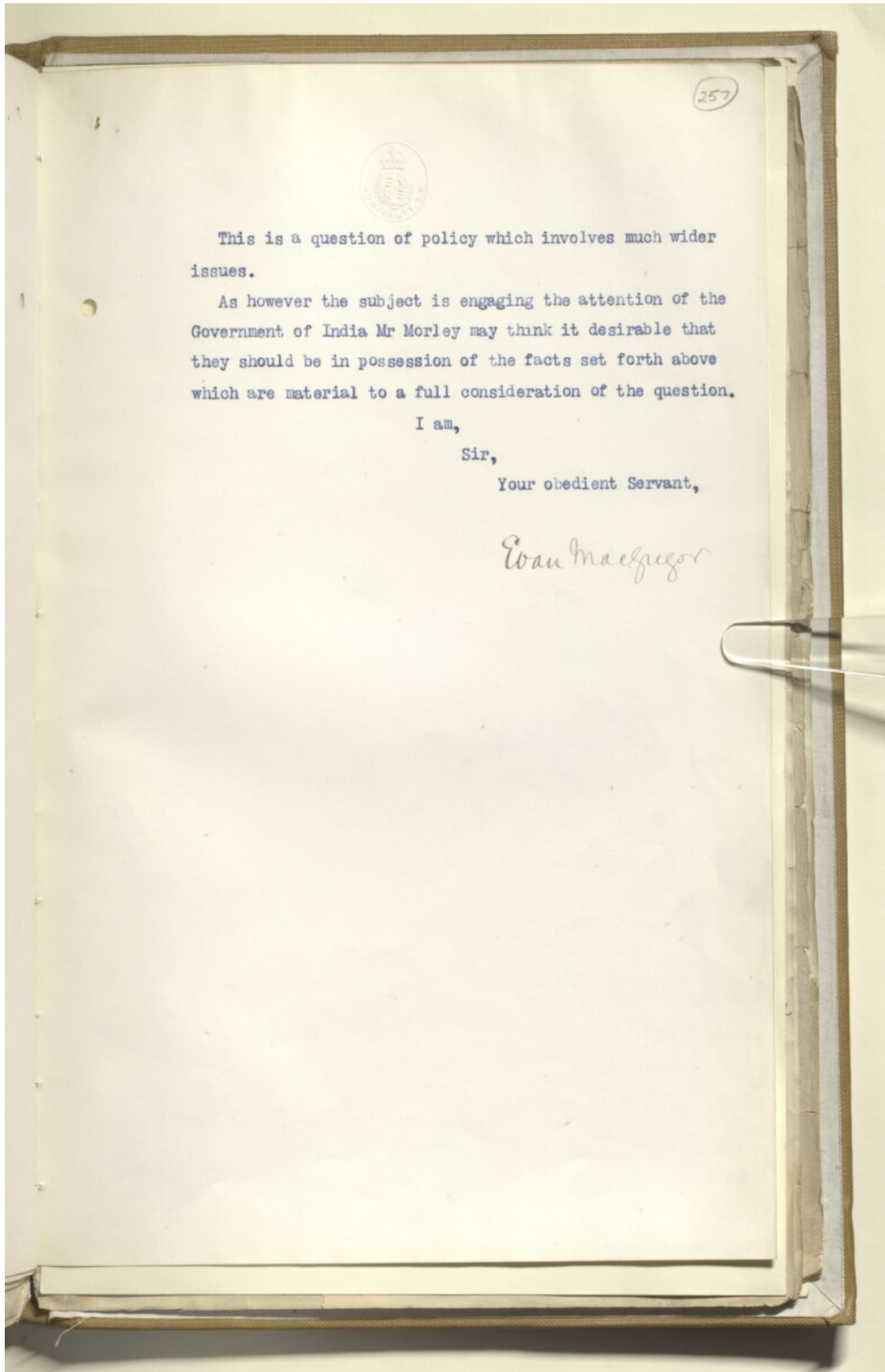


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٥٦ظ] (٢٩٤/٢٧٠)



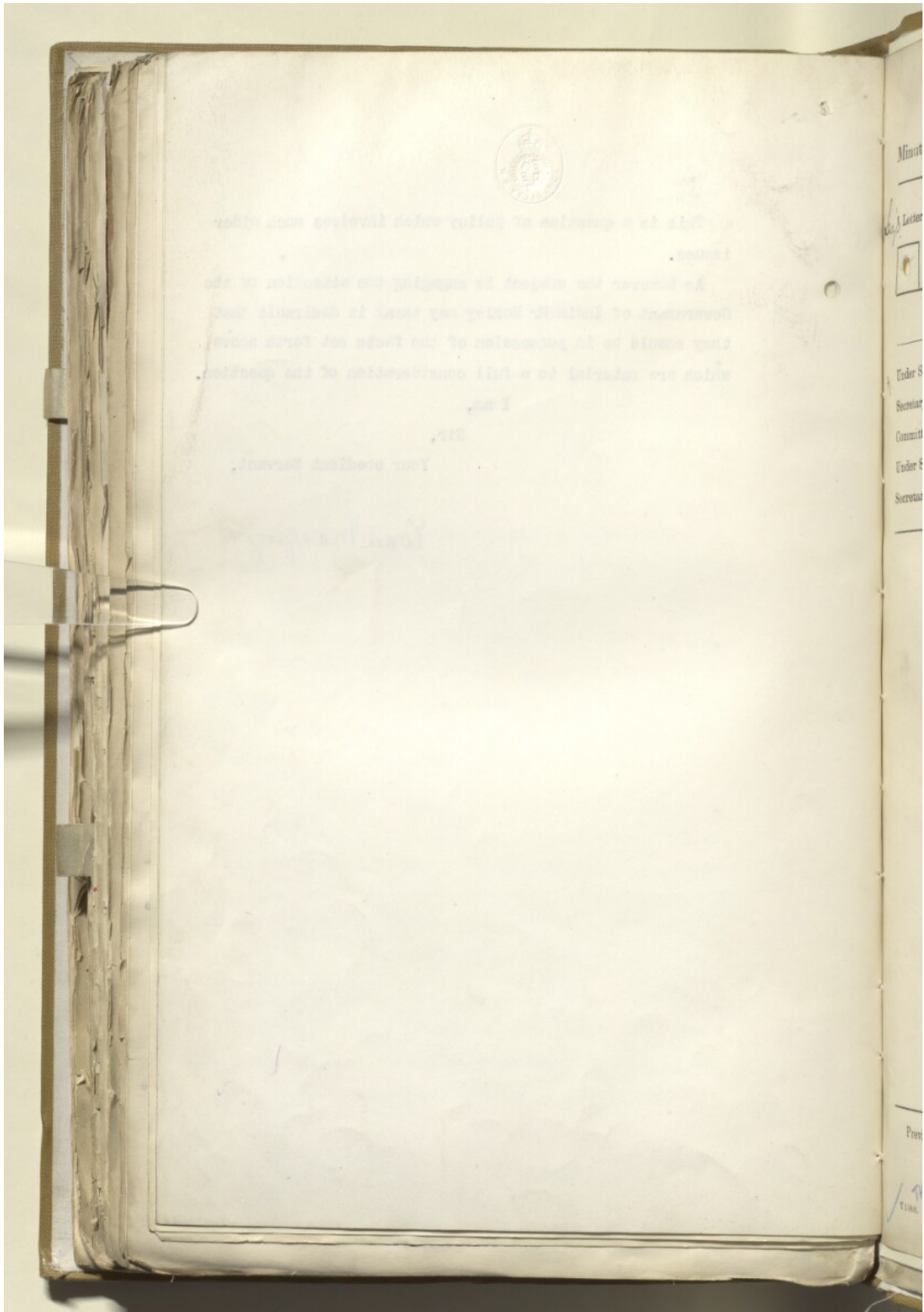


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٥٧و] (٢٩٤/٢٧١)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٥٧ظ] (٢٩٤/٢٧٢)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[٢٥٨] [٢٩٤/٢٧٣]

Register No. 1160

Minute Paper.

SECRET DEPARTMENT.

Letter from India, No. 24 M., Dated 14 June 1906. Rec. 2 July 1906.

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	5/7	W	Koweit. New Remarks of the Naval Commander-in-Chief on the S. I. Station on the inner harbour at Koweit, just to the S. W. of Koweit.
Secretary of State	6	as	
Committee	6/7	JN.	
Under Secretary.....			
Secretary of State			

Copy to 70 31.7.06 (sent as an enclosure in secret dispatch 29)
Admiralty (see 3250)

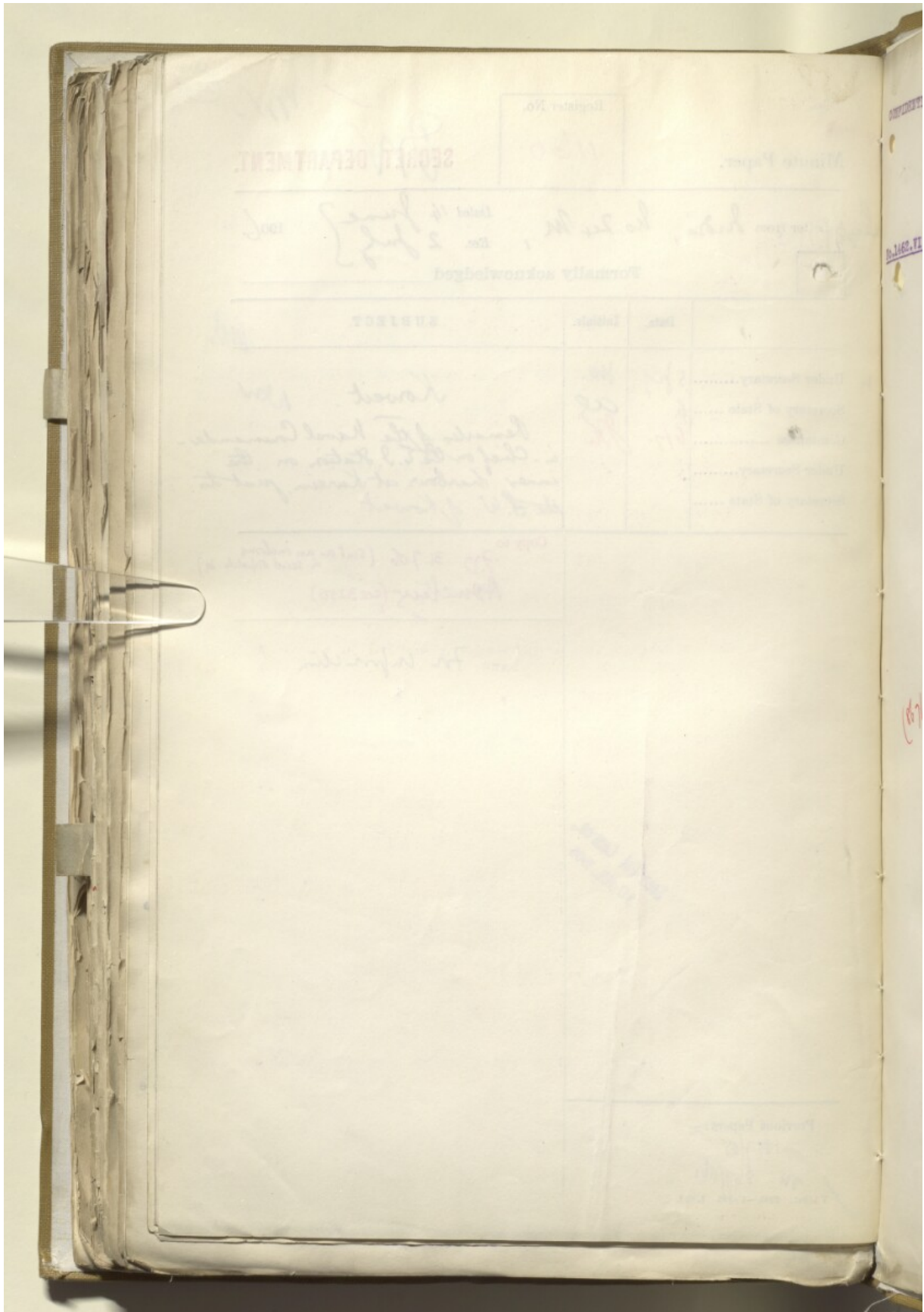
For information

See Pol Com 24
10 JUL 1906

Previous Papers:—
1897/05
TH 86/06.
Y 11891. 2000.—41906. I. 652.

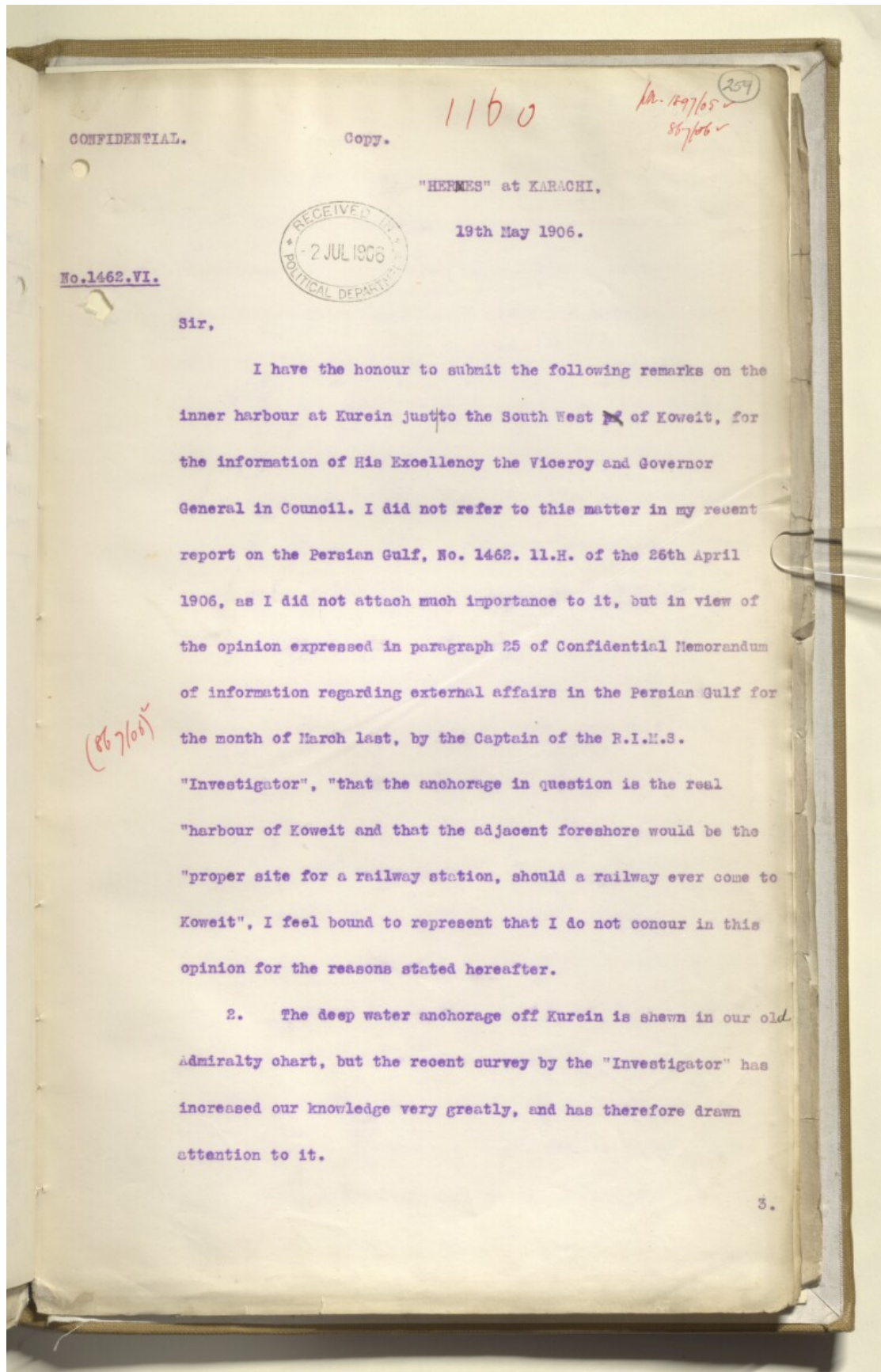


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٥٨ظ] (٢٩٤/٢٧٤)



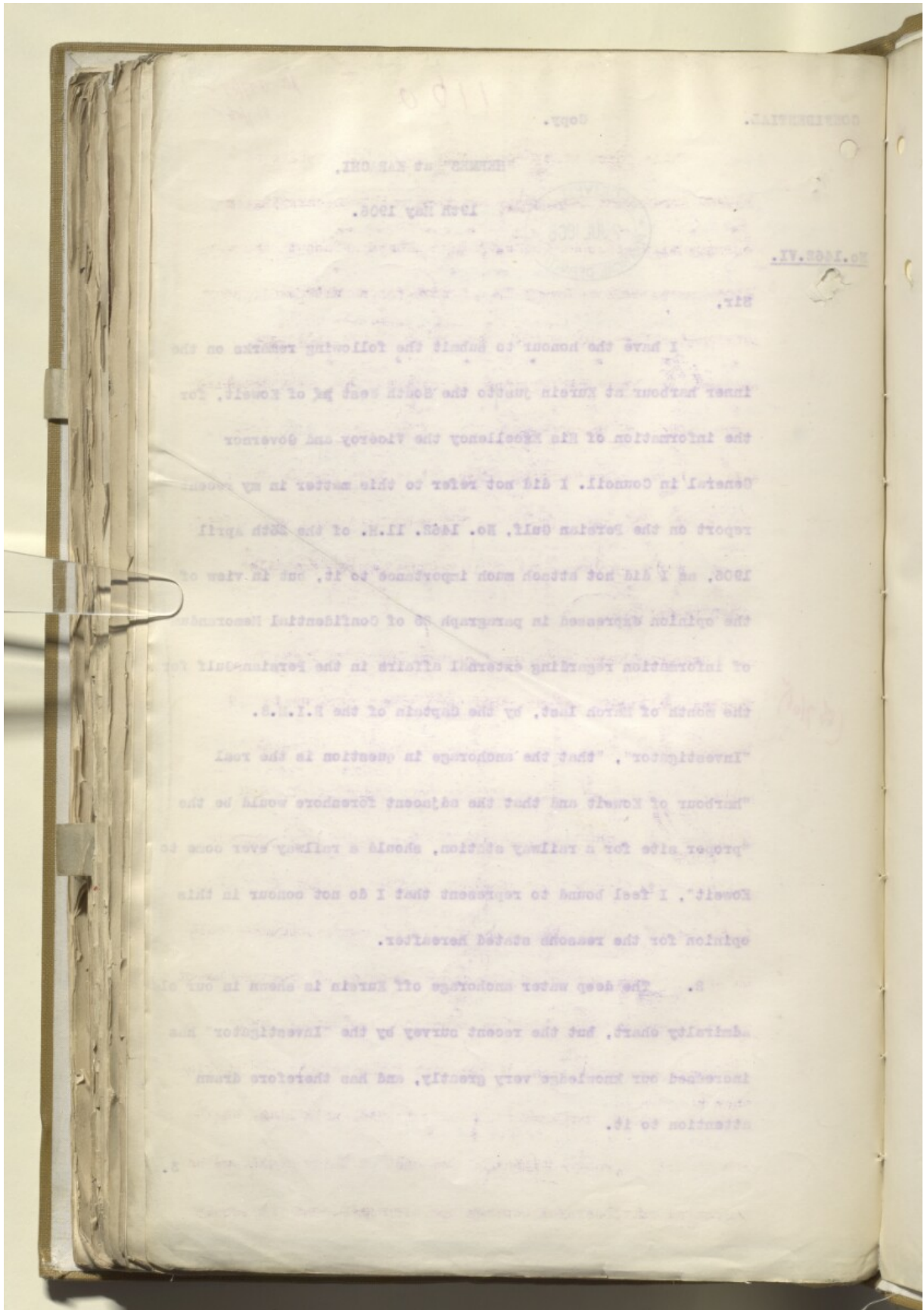


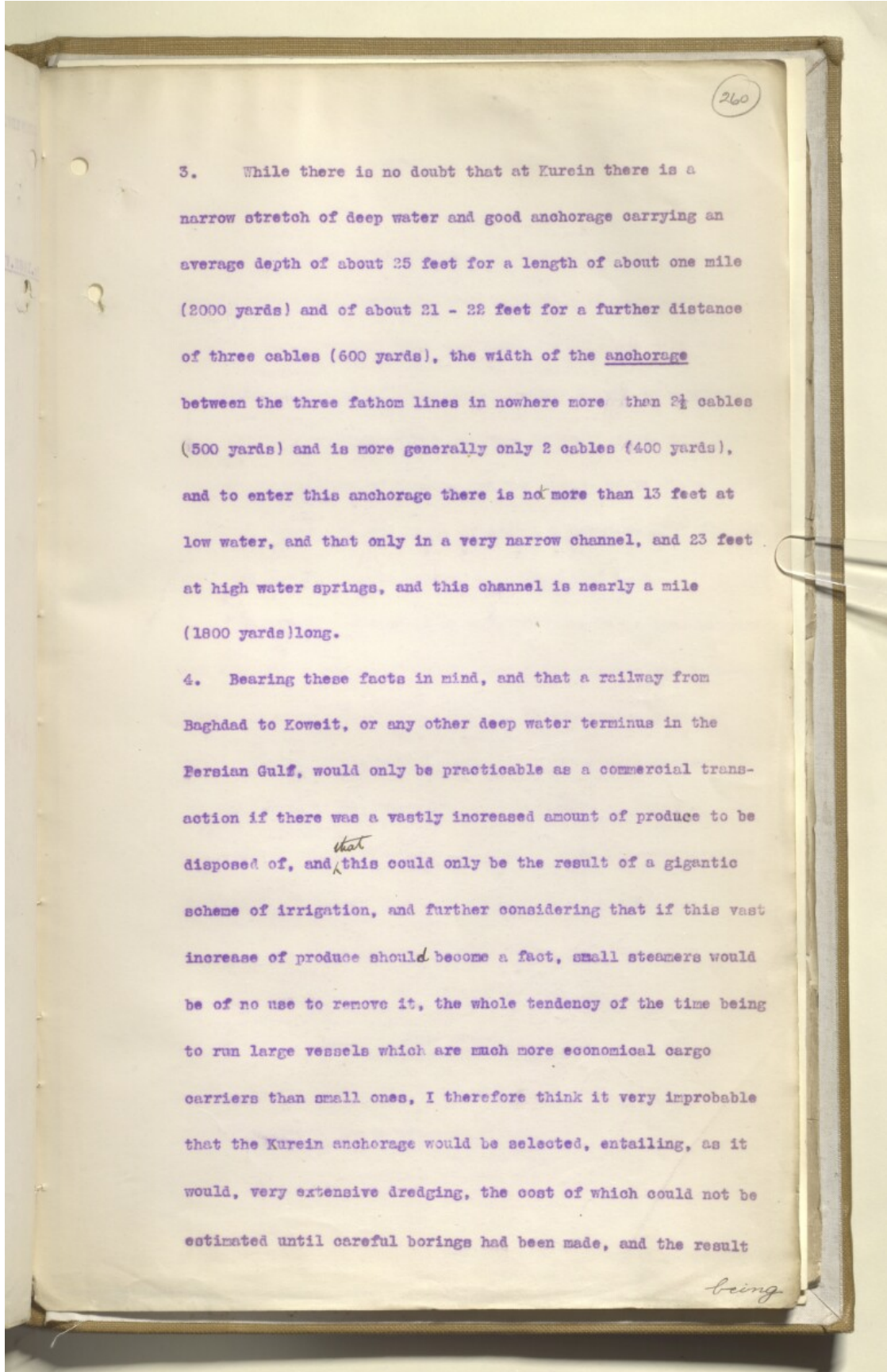
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٥٩و] (٢٩٤/٢٧٥)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[٢٥٩ظ] (٢٩٤/٢٧٦)

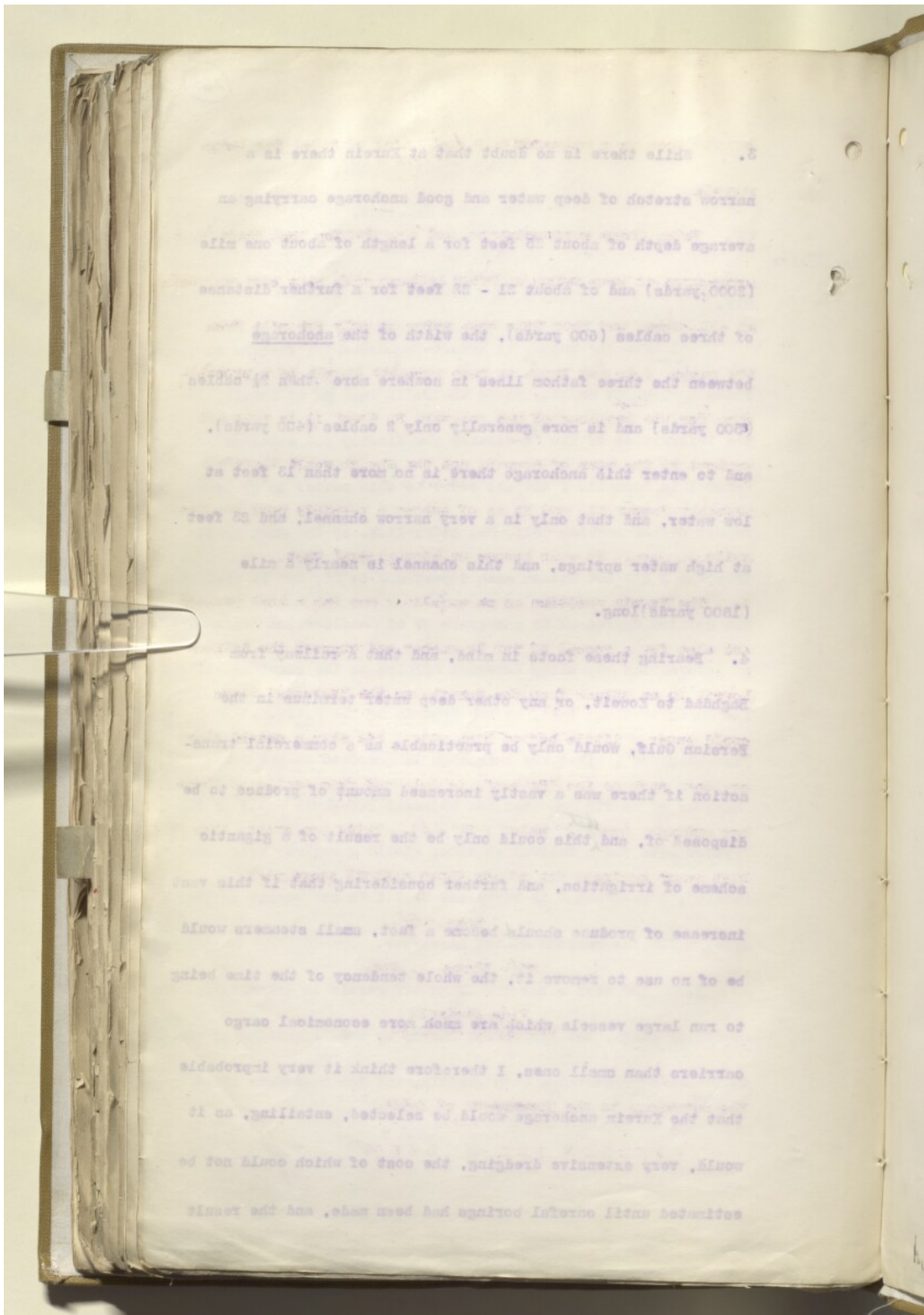




3. While there is no doubt that at Kurein there is a narrow stretch of deep water and good anchorage carrying an average depth of about 25 feet for a length of about one mile (2000 yards) and of about 21 - 22 feet for a further distance of three cables (600 yards), the width of the anchorage between the three fathom lines is nowhere more than 2½ cables (500 yards) and is more generally only 2 cables (400 yards), and to enter this anchorage there is not more than 13 feet at low water, and that only in a very narrow channel, and 23 feet at high water springs, and this channel is nearly a mile (1800 yards) long.

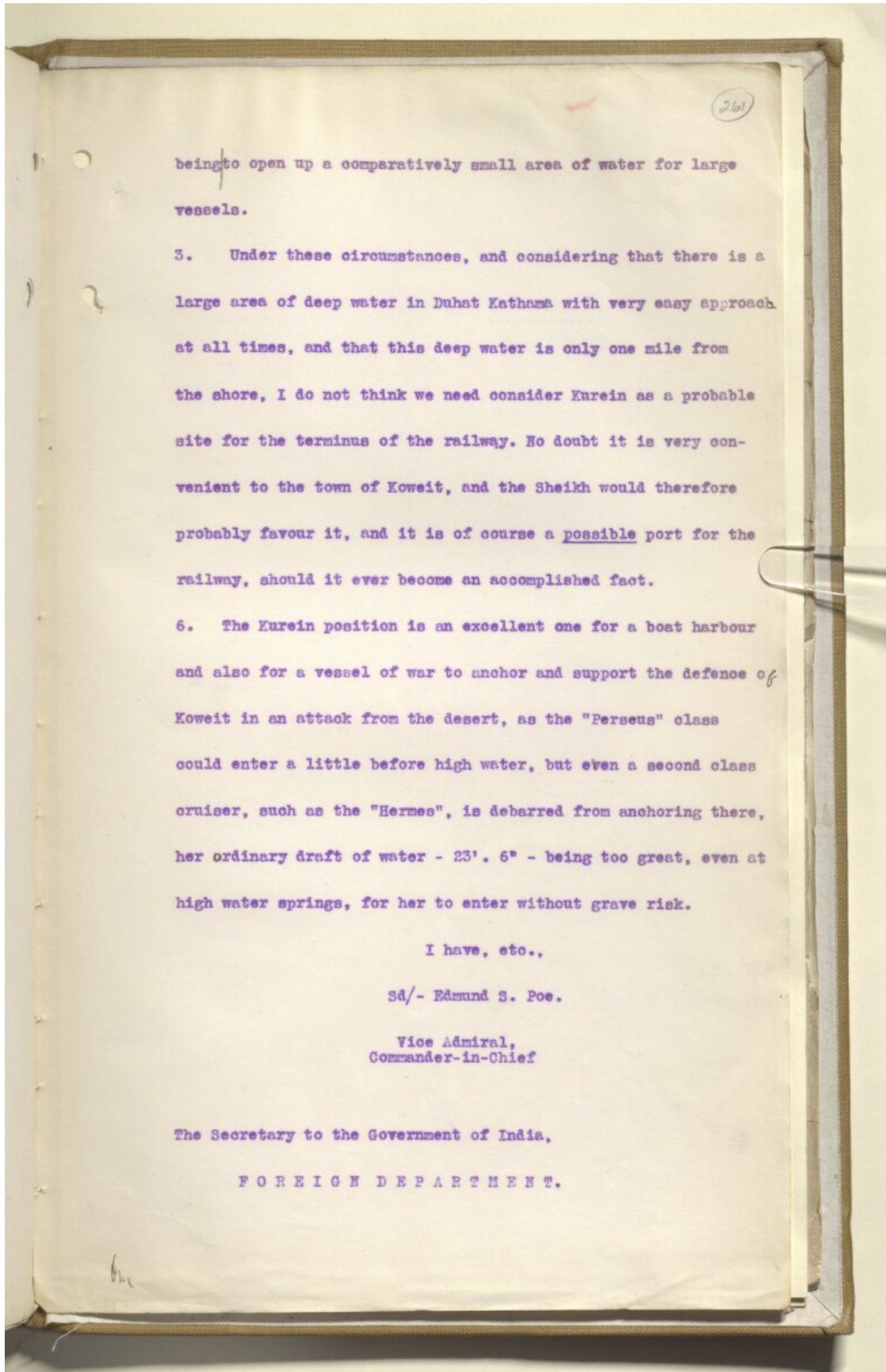
4. Bearing these facts in mind, and that a railway from Baghdad to Kuwait, or any other deep water terminus in the Persian Gulf, would only be practicable as a commercial transaction if there was a vastly increased amount of produce to be disposed of, and ^{that} this could only be the result of a gigantic scheme of irrigation, and further considering that if this vast increase of produce should become a fact, small steamers would be of no use to remove it, the whole tendency of the time being to run large vessels which are much more economical cargo carriers than small ones, I therefore think it very improbable that the Kurein anchorage would be selected, entailing, as it would, very extensive dredging, the cost of which could not be estimated until careful borings had been made, and the result

being





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٦١و] (٢٩٤/٢٧٩)



being to open up a comparatively small area of water for large vessels.

3. Under these circumstances, and considering that there is a large area of deep water in Duhat Kathama with very easy approach at all times, and that this deep water is only one mile from the shore, I do not think we need consider Kurein as a probable site for the terminus of the railway. No doubt it is very convenient to the town of Koweit, and the Sheikh would therefore probably favour it, and it is of course a possible port for the railway, should it ever become an accomplished fact.

6. The Kurein position is an excellent one for a boat harbour and also for a vessel of war to anchor and support the defence of Koweit in an attack from the desert, as the "Perseus" class could enter a little before high water, but even a second class cruiser, such as the "Hermes", is debarred from anchoring there, her ordinary draft of water - 23'. 6" - being too great, even at high water springs, for her to enter without grave risk.

I have, etc.,

Sd/- Edmund S. Poe.

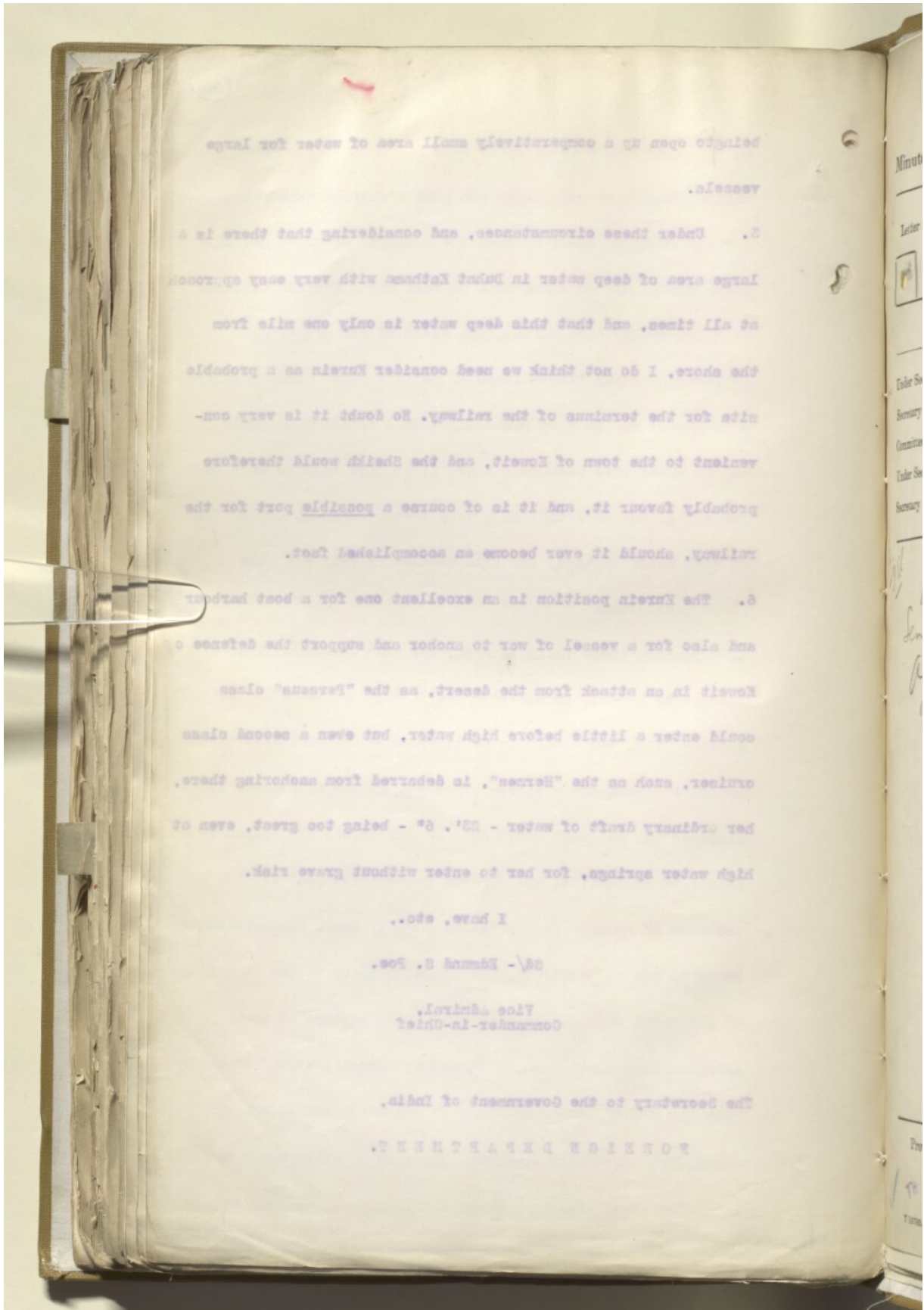
Vice Admiral,
Commander-in-Chief

The Secretary to the Government of India,

FOREIGN DEPARTMENT.



ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. [٢٦١ ظ] (٢٩٤/٢٨٠)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. [٢٦٢و] [٢٩٤/٢٨١]

Minute Paper.

Register No. 2669

SECRET DEPARTMENT.

Letter from F.O., Dated 15 Feb. 1906. Rec. 15

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	15 Feb	NR	Koweit. Sir W.D. Connor's view that there is no objection to the provision of a steam launch for the Pol. Agent, but the establishment of a coal depot and erection of a flagstaff may possibly give rise to trouble.
Secretary of State	16	as	
Committee	17.	Mr.	
Under Secretary.....	20.	Mr.	
Secretary of State			

Copy to COPY TO INDIA 23 February 1906 SECRETARY'S NO. 8

Off. telegram to Viceroy.

No response has yet been received from the Gov. of India to provide a launch for the Political Agent at Koweit. Sir W.D. Connor has expressed his opinion on the recommendation made by the Local Authorities to the Gov. of India ~~has not~~ as to the launch and other matters.

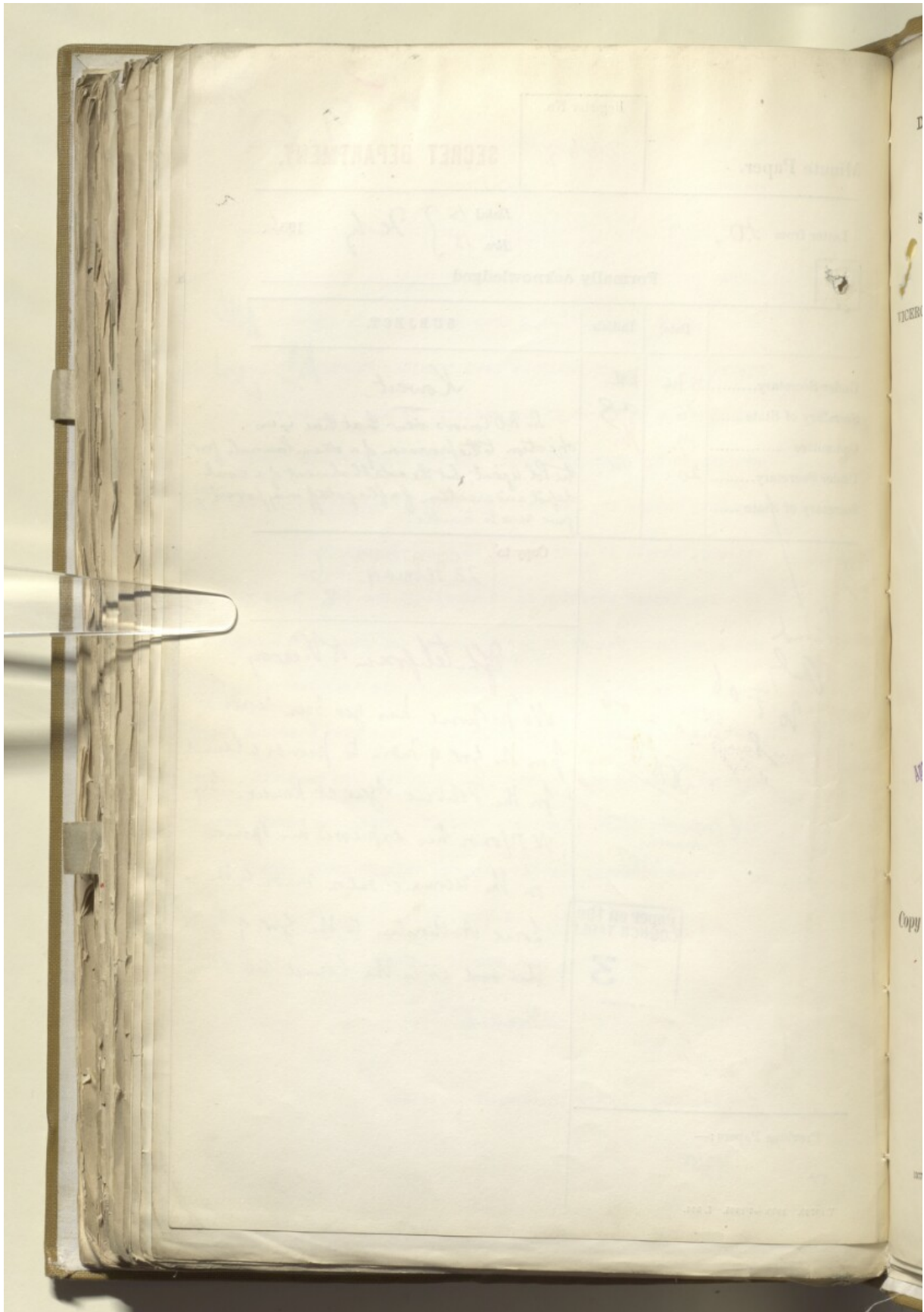
Paper on the COUNCIL TABLE 3

Previous Papers:— 1897/05.

Y 10780. 2000.—3/1903. I. 535.

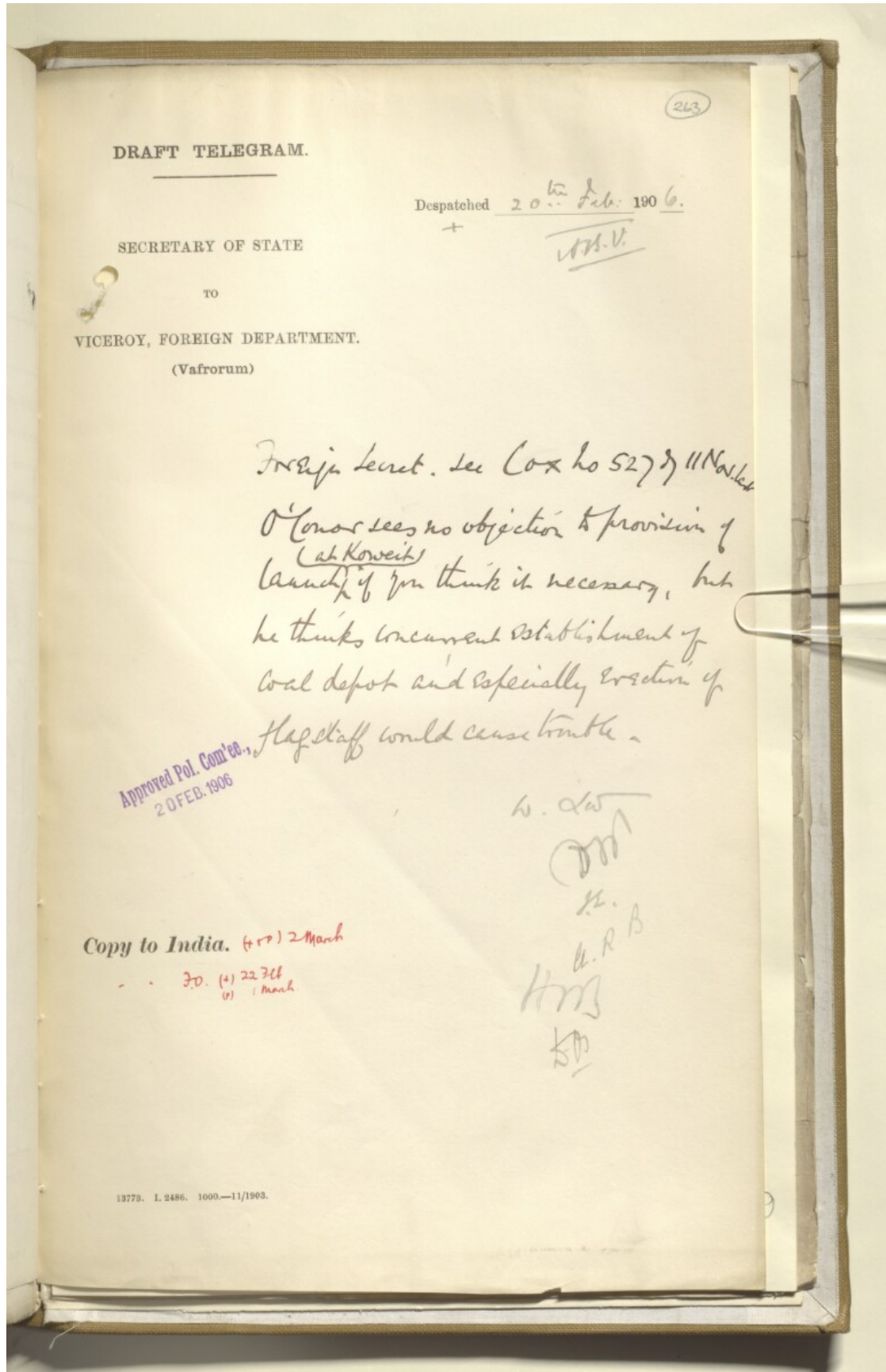


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٦٢ظ] (٢٩٤/٢٨٢)



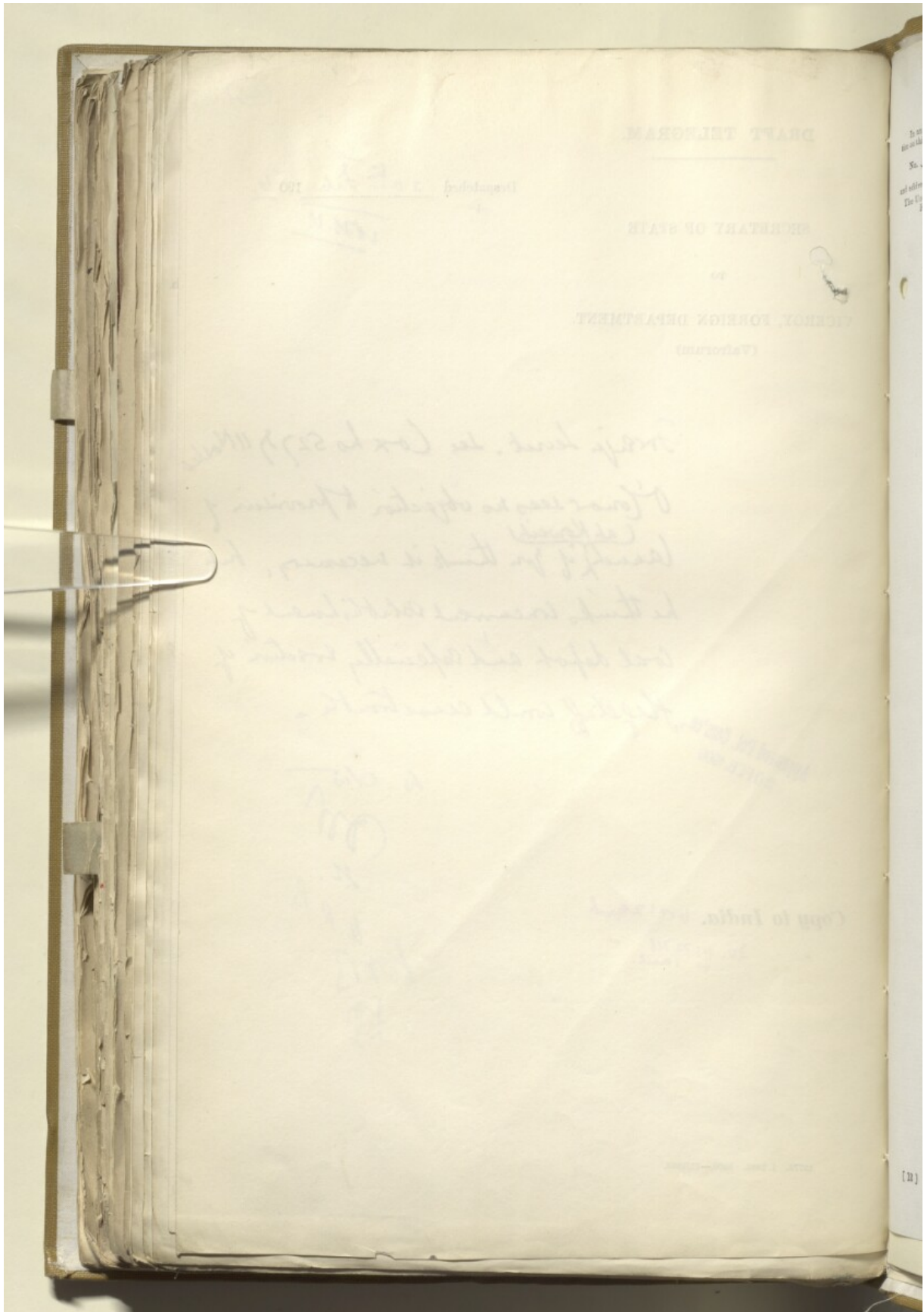


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٦٣و] (٢٩٤/٢٨٣)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٦٣ظ] (٢٩٤/٢٨٤)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٦٤و] (٢٩٤/٢٨٥)

2669

In any further communication on this subject, please quote
No. 5087.
and address—
The Under-Secretary of State,
Foreign Office,
London.

RECEIVED IN
15 FEB 1906
POLITICAL DEPARTMENT

The Under-Secretary of State for Foreign Affairs presents
his compliments to the Under-Secretary of State for India
and, by direction of the Secretary of State,
transmits herewith copy of the under-mentioned paper.

Foreign Office,
February 15, 1906.

Reference to previous letter:
I.O. January 17, 1906.

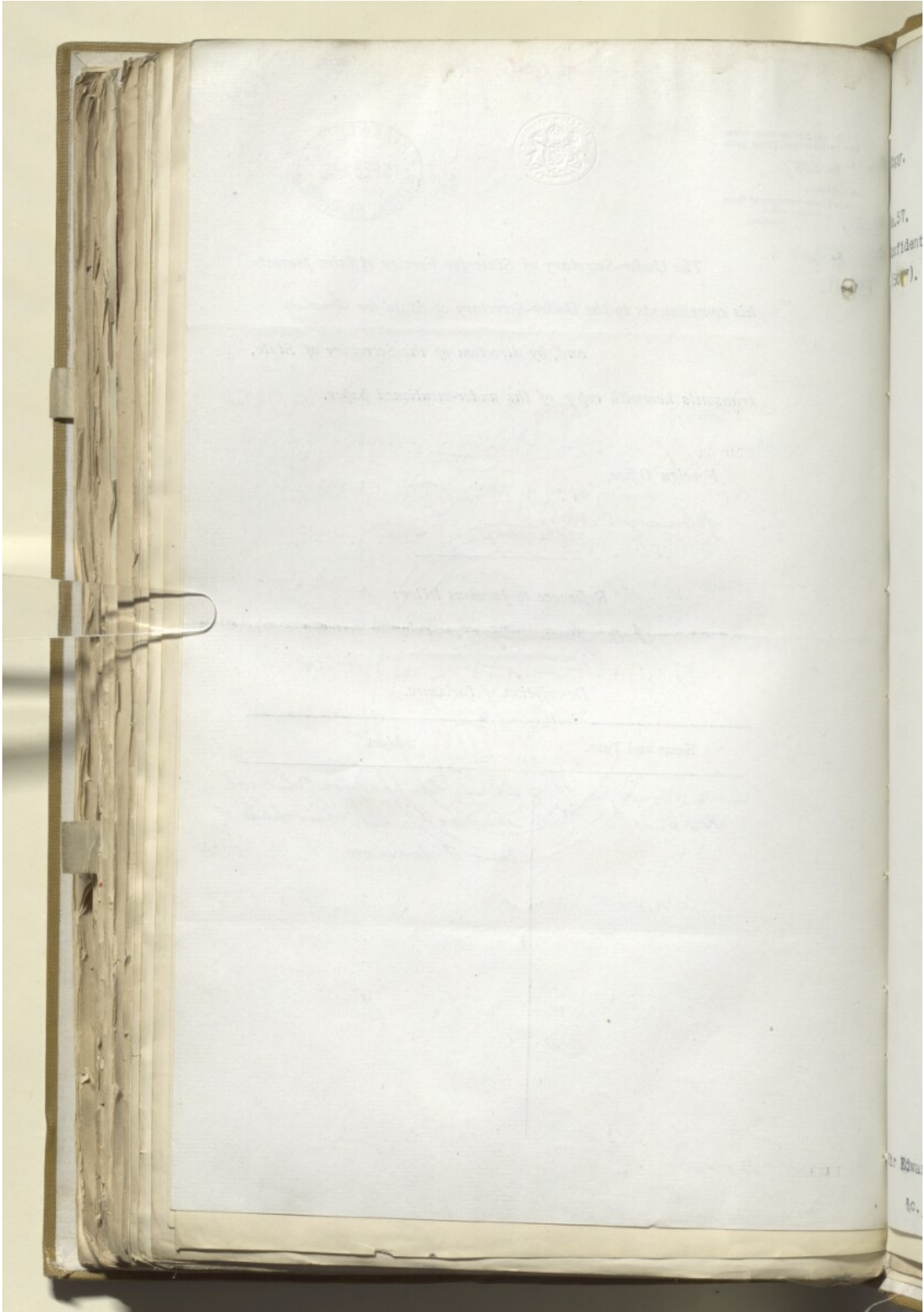
Description of Inclosure.

Name and Date.	Subject.
Sir W. O'Connor no. 5700 of Feb. 6.	Steam launch for Political agent at Kuwait, & purchase of piece of foreshore.

[12]

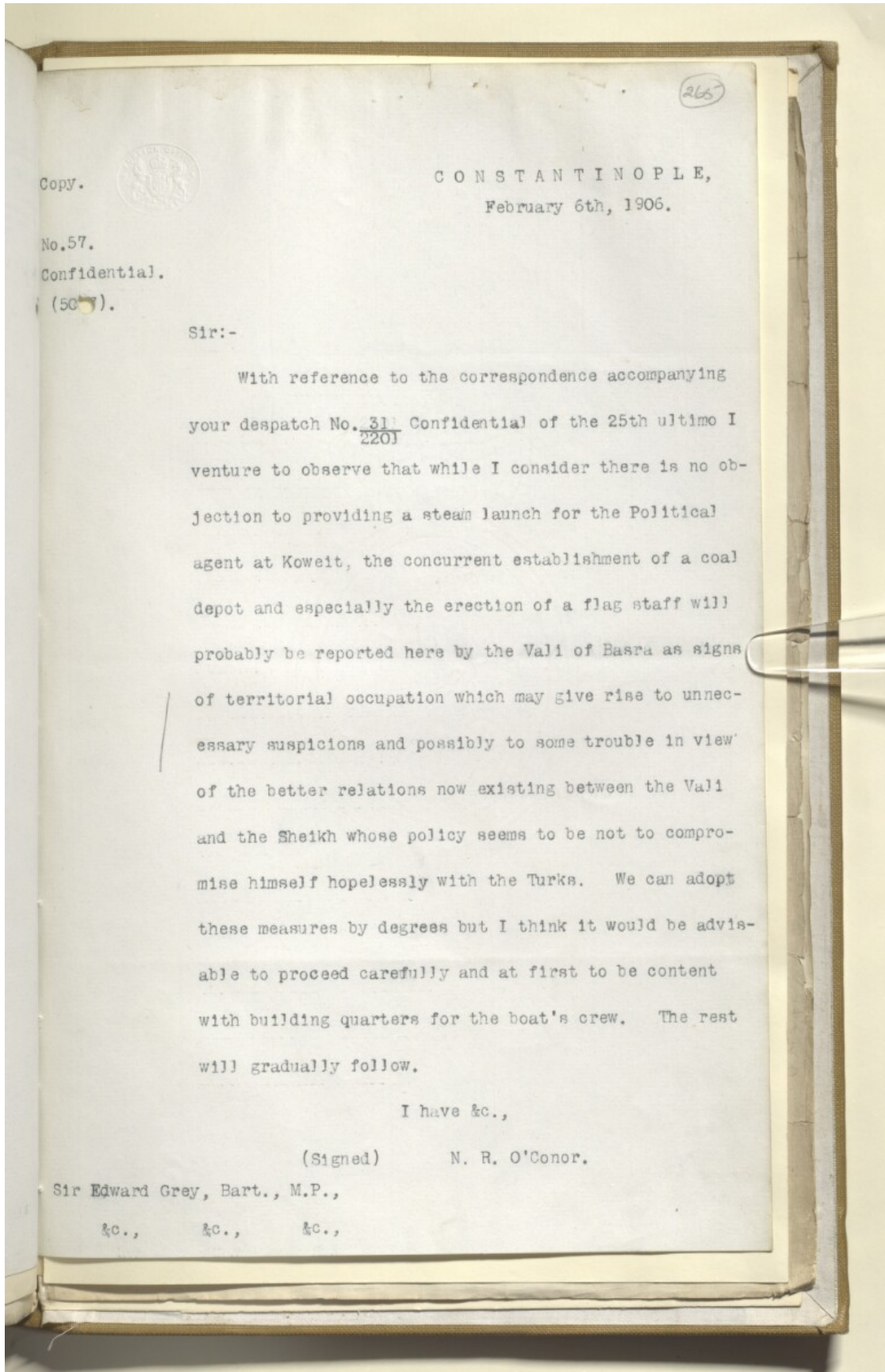


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. "[٢٦٤ظ] (٢٩٤/٢٨٦)



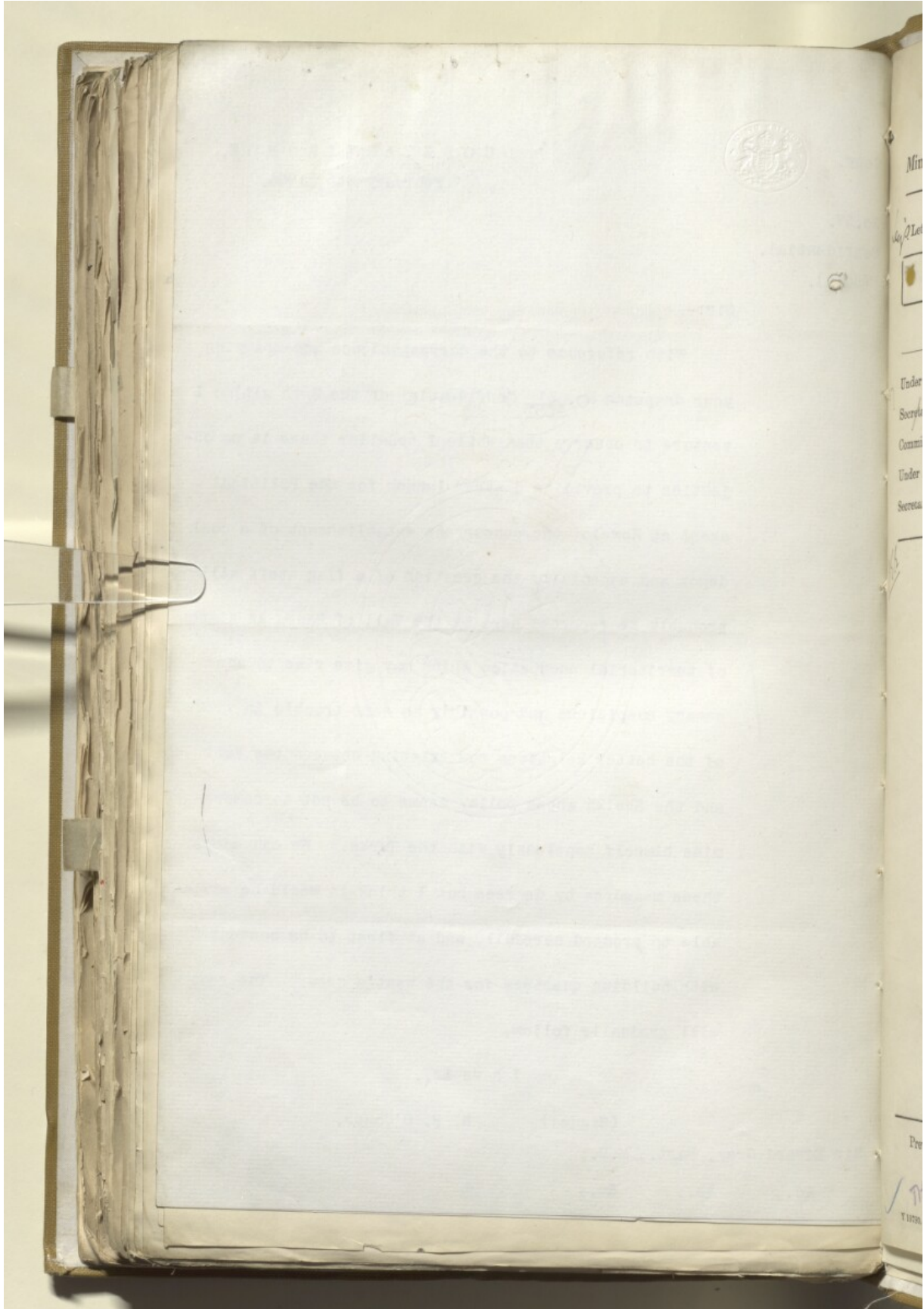


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٦٥و] (٢٩٤/٢٨٧)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٦٥ظ] (٢٩٤/٢٨٨)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٦٦و] (٢٩٤/٢٨٩)

Minute Paper.

Register No. 1897

SECRET DEPARTMENT.

Letter from India, Hoson, Dated 14 Dec. 1905.
Rec. 30

Formally acknowledged

	Date.	Initials.	SUBJECT.
Under Secretary.....	4/Jan	PK	Koweit.
Secretary of State			
Committee	5		Request of the Pol. Agent that he may be supplied with a steam launch. Recommendation for the purchase from the Sheikh of a certain piece of foreshore in connection with the housing of the proposed launch, and on the ground.
Under Secretary.....			
Secretary of State			

Copy to 70. 17.106.

For information -
The Pol. Agent has asked as yet expresses their views on these proposals.

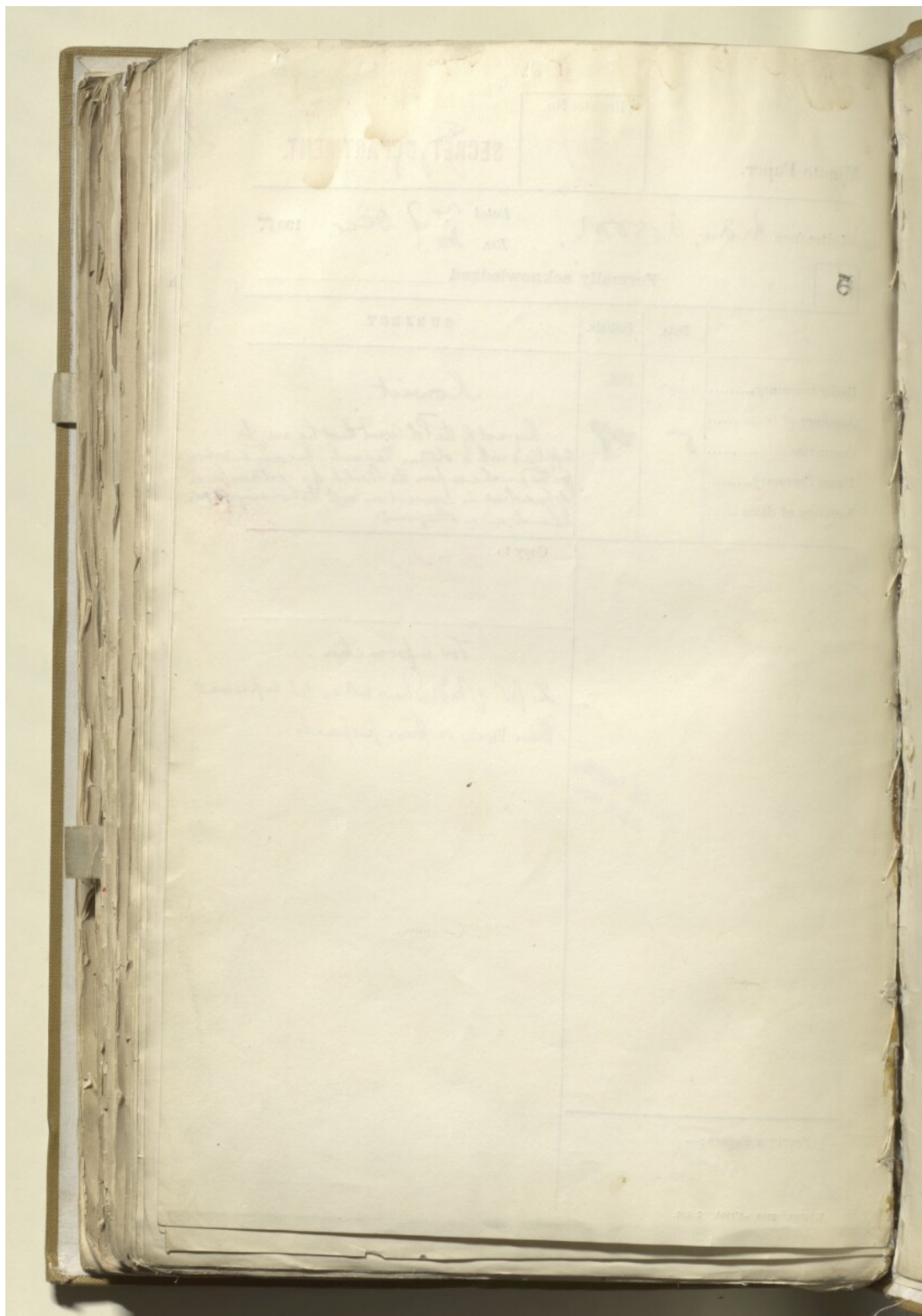
Seen Pol. Comm. 9 JAN 1906

Previous Papers: -
77 (3369/55)

Y 10789. 2003.-3/1905. I. 536.

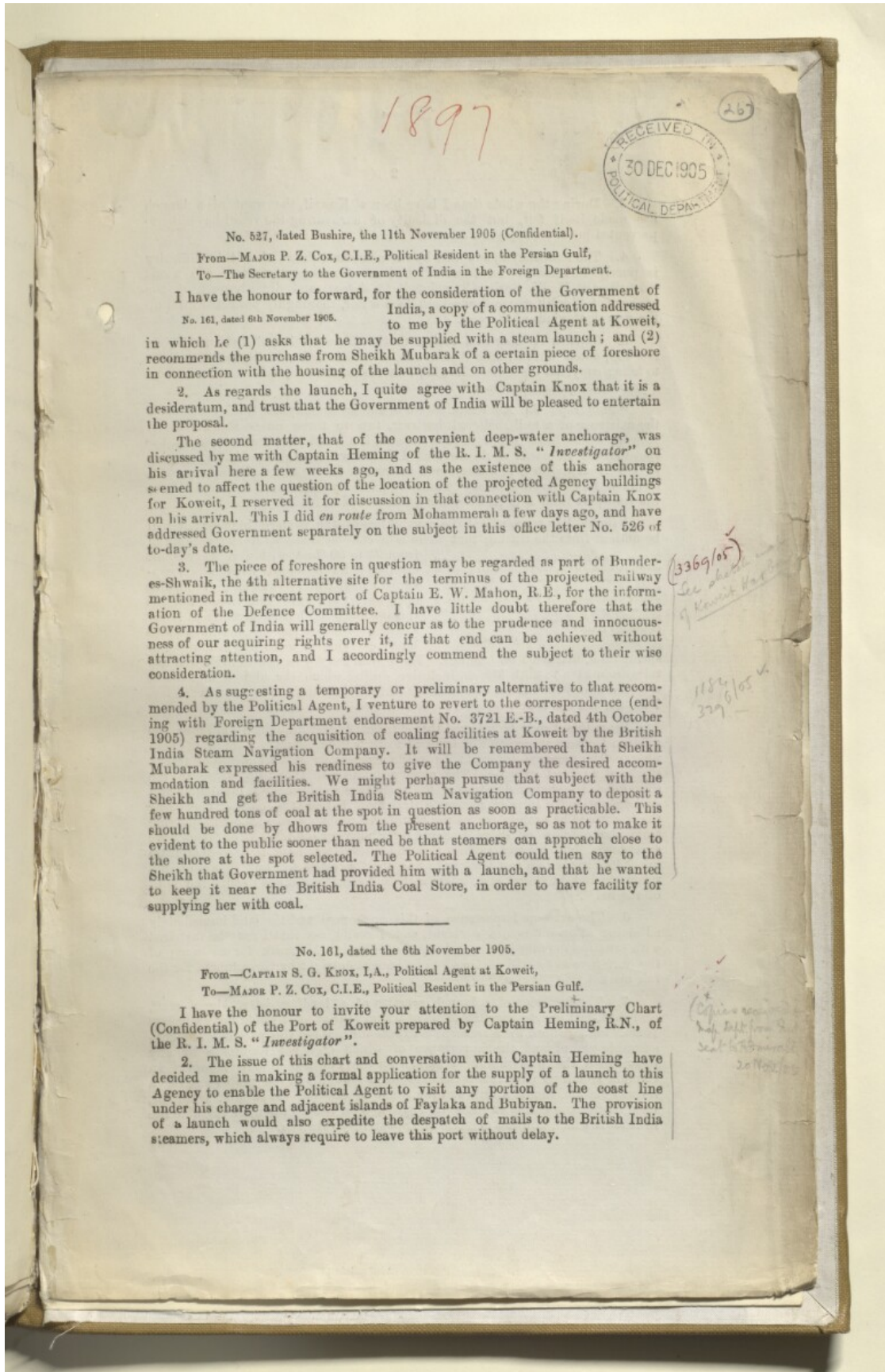


ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧. [٢٦٦ ظ] (٢٩٤/٢٩٠)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطئ
١٩٠٧". [٢٦٧و] (٢٩٤/٢٩١)



No. 527, dated Bushire, the 11th November 1905 (Confidential).

From—MAJOR P. Z. COX, C.I.E., Political Resident in the Persian Gulf,
To—The Secretary to the Government of India in the Foreign Department.

I have the honour to forward, for the consideration of the Government of India, a copy of a communication addressed to me by the Political Agent at Koweit, in which he (1) asks that he may be supplied with a steam launch; and (2) recommends the purchase from Sheikh Mubarak of a certain piece of foreshore in connection with the housing of the launch and on other grounds.

2. As regards the launch, I quite agree with Captain Knox that it is a desideratum, and trust that the Government of India will be pleased to entertain the proposal.

The second matter, that of the convenient deep-water anchorage, was discussed by me with Captain Heming of the R. I. M. S. "Investigator" on his arrival here a few weeks ago, and as the existence of this anchorage seemed to affect the question of the location of the projected Agency buildings for Koweit, I reserved it for discussion in that connection with Captain Knox on his arrival. This I did *en route* from Mohammerah a few days ago, and have addressed Government separately on the subject in this office letter No. 526 of to-day's date.

3. The piece of foreshore in question may be regarded as part of Bunder-es-Shwaik, the 4th alternative site for the terminus of the projected railway mentioned in the recent report of Captain E. W. Mahon, R.E., for the information of the Defence Committee. I have little doubt therefore that the Government of India will generally concur as to the prudence and innocuousness of our acquiring rights over it, if that end can be achieved without attracting attention, and I accordingly commend the subject to their wise consideration.

4. As suggesting a temporary or preliminary alternative to that recommended by the Political Agent, I venture to revert to the correspondence (ending with Foreign Department endorsement No. 3721 E.-B., dated 4th October 1905) regarding the acquisition of coaling facilities at Koweit by the British India Steam Navigation Company. It will be remembered that Sheikh Mubarak expressed his readiness to give the Company the desired accommodation and facilities. We might perhaps pursue that subject with the Sheikh and get the British India Steam Navigation Company to deposit a few hundred tons of coal at the spot in question as soon as practicable. This should be done by dhows from the present anchorage, so as not to make it evident to the public sooner than need be that steamers can approach close to the shore at the spot selected. The Political Agent could then say to the Sheikh that Government had provided him with a launch, and that he wanted to keep it near the British India Coal Store, in order to have facility for supplying her with coal.

No. 161, dated the 6th November 1905.

From—CAPTAIN S. G. KNOX, I.A., Political Agent at Koweit,
To—MAJOR P. Z. COX, C.I.E., Political Resident in the Persian Gulf.

I have the honour to invite your attention to the Preliminary Chart (Confidential) of the Port of Koweit prepared by Captain Heming, R.N., of the R. I. M. S. "Investigator".

2. The issue of this chart and conversation with Captain Heming have decided me in making a formal application for the supply of a launch to this Agency to enable the Political Agent to visit any portion of the coast line under his charge and adjacent islands of Faylaka and Bubiyan. The provision of a launch would also expedite the despatch of mails to the British India steamers, which always require to leave this port without delay.



3. During the whole time I have been at Koweit, the want of a launch has made itself felt, but the difficulty of harbouring the vessel has hitherto prevented me from applying for one.

4. The information, supplied by the new chart shows that this difficulty is purely imaginary. In front of the line of rocks adjacent to the words "overflow at H. W. Springs", point B (5 *infra*), and directly east of the harbour of Shwaik, there is excellent deep water, thoroughly protected from all the prevalent winds of Koweit.

5. Captain Heming in a report to the Director, Royal Indian Marine, No. 126, dated Maskat, 26th April 1903, of which he has kindly permitted me to take a copy, has made the following remarks on the subject of this anchorage. I proceed to quote *in extenso*.

"Paragraph 6. An examination of the accompanying tracing will show the existence of a well-sheltered harbour, two to three miles south-west of Koweit, where boats could always lie and, if a small pier were erected at the spot marked B, cargo could be landed in all weathers; it would be as easy to get from and to B to anchorage C as from A during a shamal, but the extra distance in calms or contrary winds would be a drawback, as would also be the transport from B to A, after the goods were first landed.

I should like to point out the capabilities of the western harbour; it will be noticed from the tracing that there is a considerable area having a depth of

Nora—Captain Heming has kindly also favoured me with a spare copy of the Preliminary Chart on which he has marked the points A, B, and C referred to above. It is being forwarded to you under separate cover. If the report and tracing are, as is probable, available for reference, I shall be greatly obliged if this copy of the chart could be returned to me.

S. G. Knox.

from 25 to 30 feet within a very short distance from the shore, from which convenient piers could be run out. From this deep water, a narrow gut trends towards the anchorage C, but is barred from it by a ridge of shoal surroundings, 400 yards broad, carrying 12 to 13 feet at low water spring tides, marked I on tracing). The Marine Survey registered night and day tides from 11th to 30th March, inclusive, during which the highest high-water recorded above the datum to which the surroundings were reduced was 11 feet 7 inches, and the lowest 6 feet 8 inches.

From this it may be inferred that ships of 22 feet draught could enter the western harbour at springs and from 17 to 18 feet draught at all times of high water. The passage in could be made excessively easy by means of transit marks at no great expense. The close proximity of the deep water to the shore and the sheltered nature of the anchorage would make it invaluable as a coaling station for ships of moderate draught. I fear the cost of deepening the bar would be prohibitive, as the bottom is probably rock, though, judging from the outcrop on shore, I should infer not very solid. Native divers were sent down, but beyond saying that the bottom was hard, they were of little use. Probing with a soft iron rod was then resorted to, but it would not penetrate and, in every case, met with sufficient resistance to turn the point of the rod".

6. The extreme importance of this anchorage and the land immediately adjoining at once becomes evident, and I would ask that I may be favoured with sanction to enter into negotiations with Sheikh Mubarak for as much of the foreshore as he will part with to be bought outright by Government for the fair market rate per zira.

7. The provision of a launch, erection of a landing jetty, signal staff, coal-shed, and quarters for the crew, of whom four at least would be natives of India, would afford me a reasonable excuse for making this purchase of a considerable plot of land, the importance of which does not terminate by any means with the provision of a launch for the Political Agent, Koweit. In Captain Heming's view this is the harbour of Koweit and the proper site for a railway station, should a railway ever come to Koweit. It would, I submit, be a great political advantage to have a solid title to the most valuable site in Koweit which now lies desolate and apparently valueless.

3

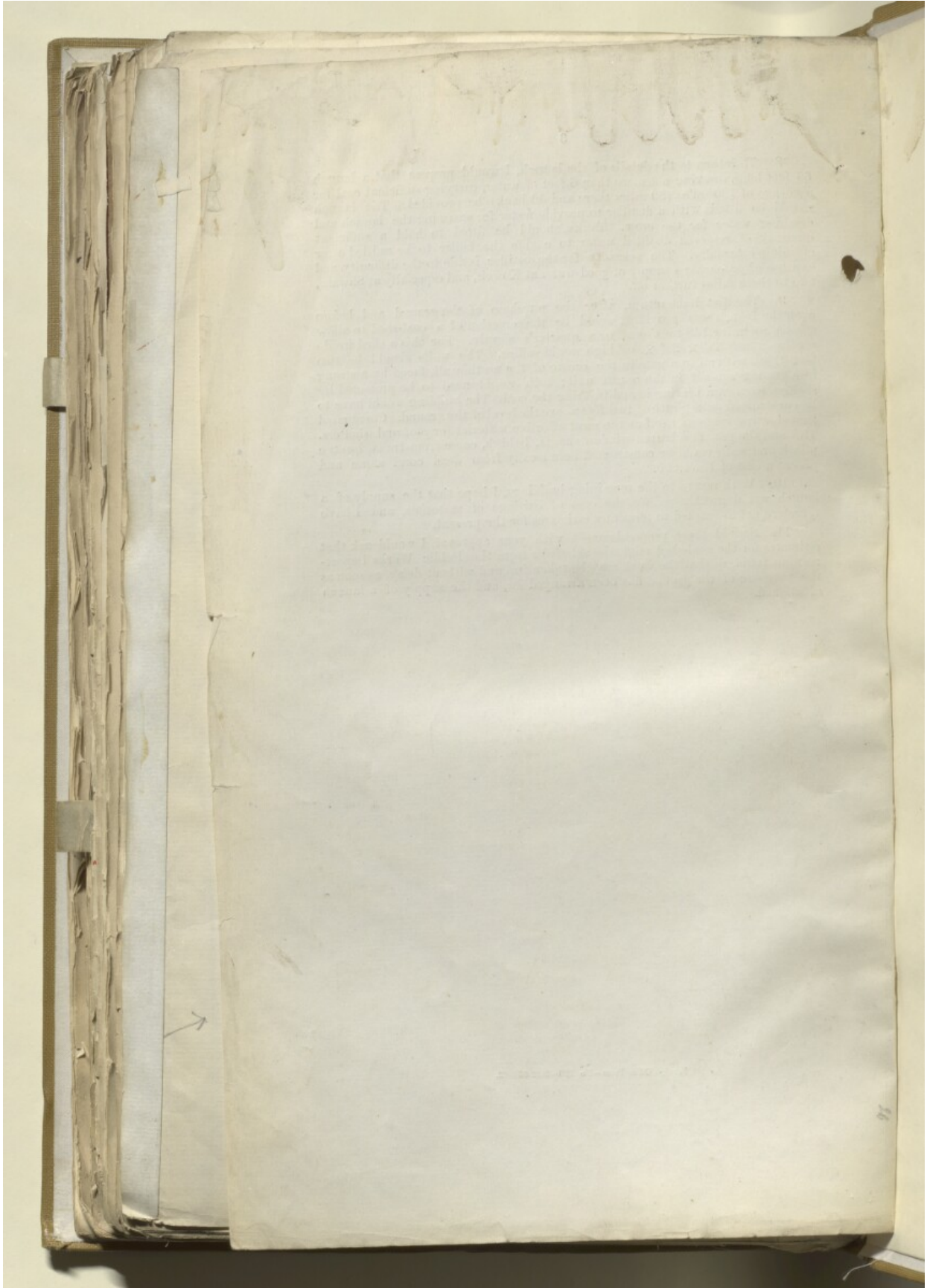
9. The first desideratum, after the purchase of the ground and before even the launch was provided, would be the erection of a coal-shed to allow storage room for 150 tons coal or a quarter's supply. For this a shed inside measurements 35' x 20' x 10' high would suffice. The walls should be two feet thick with an iron gate in the centre of the north wall, faced by a strong iron grating window in the south wall; both would need to be protected by shelters from rain beating in and injuring the coal. The building would have to be constructed on a plinth of two feet above the level of the ground. Corrugated iron sheeting suggests itself as the most effective material for roof and shelters. This and the gate and barred window should, I think, come from India, but the plinth and walls could be constructed here locally from dead coral stone and juss at a cost of Rs. 1,200.

10. With regard to the remaining buildings, I hope that the supply of a launch would greatly reduce the cost of carriage of materials, and I have therefore not attempted to form any estimates for the present.

11. Should these proposals meet with your approval, I would ask that estimates for the coal-shed might be asked for from the Public Works Department in India, so that the work may be taken in hand without delay, as soon as the purchase of the ground has been arranged for, and the supply of a launch sanctioned.

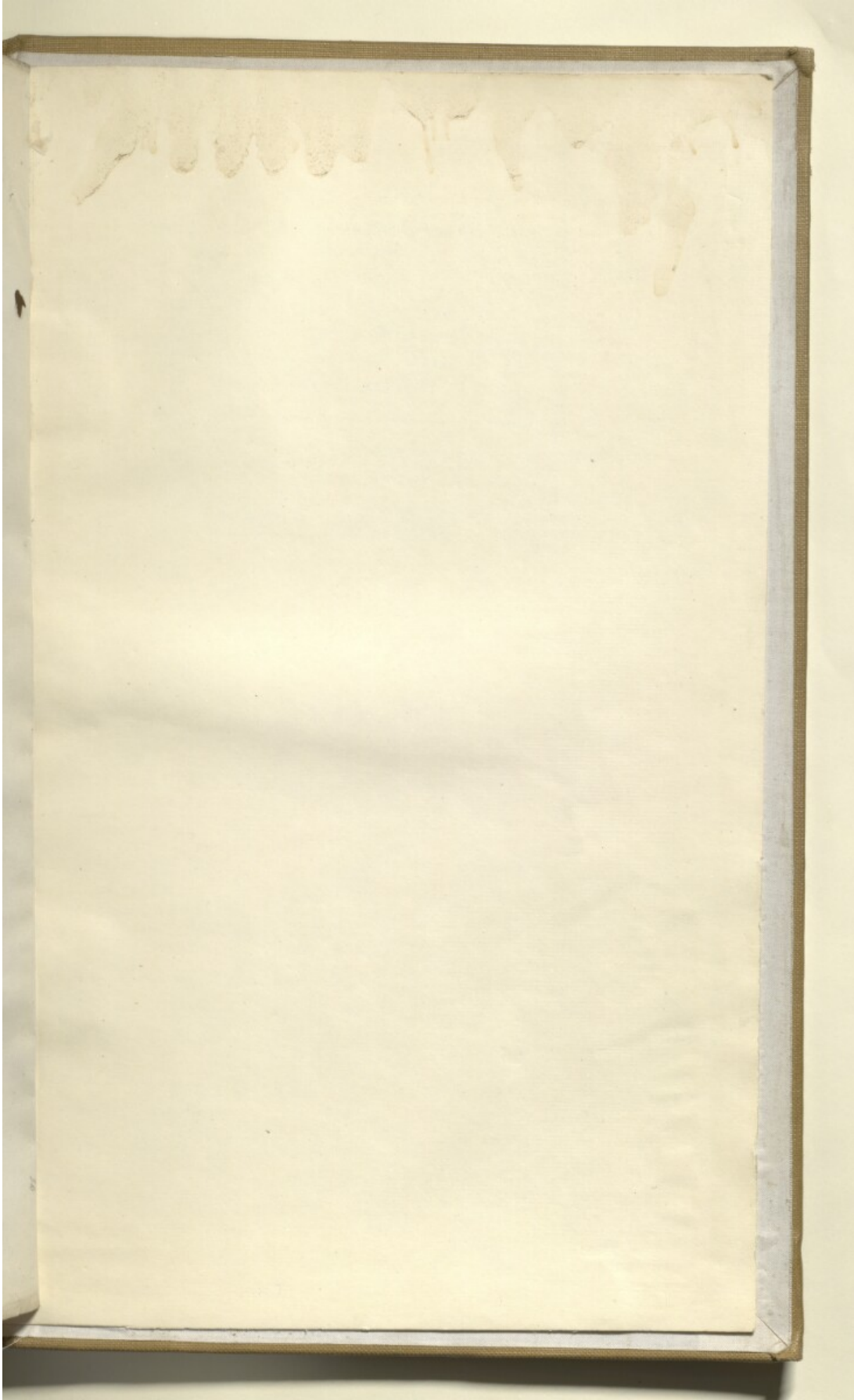


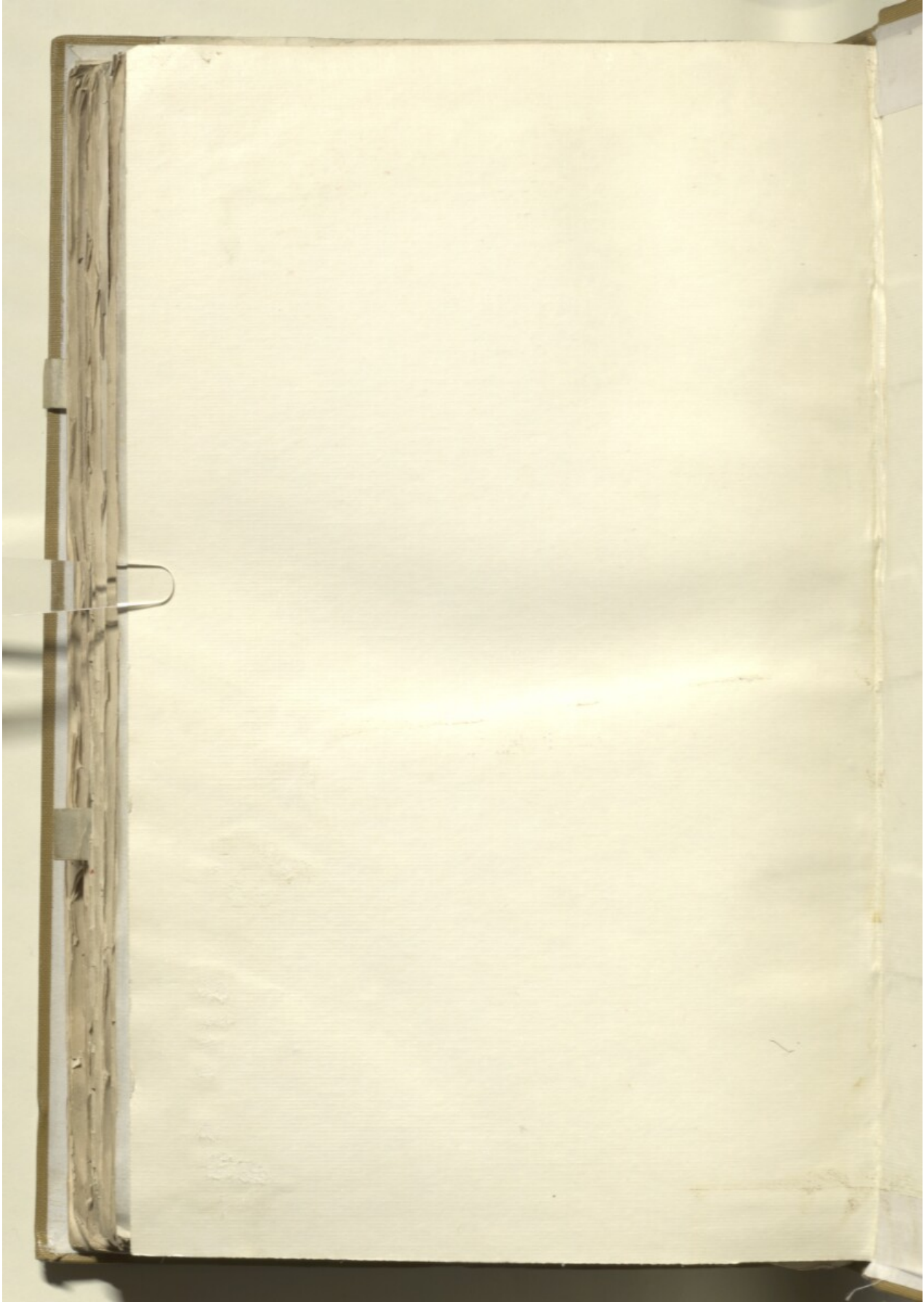
ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣، "الكويت:- بندر شويخ. قضية صدر الشاطي
١٩٠٧". [٢٦٨ظ] (٢٩٤/٢٩٤)





ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣-٤، "الكويت" [ii-و] (٥٤٨/٥٤٦)







ملف رقم ١٨٥٥ لسنة ١٩٠٤، جزء ٣-٤، "الكويت" [خلفي-داخلي] (٥٤٨/٥٤٨)

INDIA OFFICE LIBRARY and RECORDS				
Photocopying record				
Ref. no. IOL:				
IOR:				
	Date	Name	Photocopying process	No. of exposures
1	21/4/77	FERRIER	XEROX	12
2				
3				
4				
5				
6	REFER TO THE SPECIALIST CONCERNED			

INDIA OFFICE
RECORDS
19028
MICROFILM